### IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT COURT OF DELAWARE

CIT COMMUNICATIONS FINANCE

CORPORATION,

C.A. No. \_\_\_\_\_

Plaintiff,

REMOVED FROM SUPERIOR COURT, NEW CASTLE COUNTY

v.

**DELAWARE** 

C.A. No. 06C-01-236 (JRS)

LEVEL 3 COMMUNICATIONS, LLC and

LEVEL 3 COMMUNICATIONS, INC.,

NOTICE OF REMOVAL OF

ACTION UNDER 28 U.S.C.

Defendants.

§ 1441(a)

### <u>DEFENDANTS LEVEL 3 COMMUNICATIONS, LLC AND LEVEL 3</u> COMMUNICATIONS, INC.'S NOTICE OF REMOVAL

- 1. Level 3 Communications, LLC and Level 3 Communications, Inc. ("Defendants") are the named defendants in the above-captioned action, which was commenced on January 23, 2006, in the Superior Court for the State of Delaware, New Castle County, Civil Action No. 06 C 01236 (JRS). Pursuant to Sections 1441, 1446, and 1452 of Title 28 of the United States Code, Defendants remove this action to the United States District Court for the District of Delaware, which is the judicial district in which the action is pending.
- 2. This is an action of a civil nature in which the District Courts of the United States have been given jurisdiction in that it is related to a case under Title 11 of the United States Code within the meaning of 28 U.S.C. § 1334.
- 3. The bases for relief asserted by the plaintiff in its action arise out of factual allegations related to a pending bankruptcy proceeding under Title 11.

- 4. This Notice of Removal is timely under Section 1446(b) of Title 28 of the United States Code. Defendants received a copy of the summons and complaint by personal service on February 8, 2006. Accordingly, this Notice of Removal is filed within 30 days of Defendants' receipt of the summons and complaint and is timely under 28 U.S.C. § 1446(b).
- 5. Pursuant to the provisions of 28 U.S.C. § 1446(a), annexed hereto as Exhibit A to this Notice and incorporated by reference are copies of all the process, pleadings and orders served on Defendants prior to removal of this action.
- 6. Written notice of the filing of this Notice of Removal, the exhibits thereto and the Notice of Filing of Notice of Removal was, or will be, given to Plaintiff's counsel by hand delivering to them copies thereof this 24<sup>th</sup> day of February 2006. A copy of this Notice of Filing of Notice of Removal, which has been or will be filed with the Clerk of the Court of the Superior Court of the State of Delaware, New Castle County, is attached hereto as Exhibit B.

WHEREFORE, Defendants respectfully pray that this action be removed from the Superior Court of the State of Delaware, New Castle County, to this Court.

Dated: February 24, 2006

BLANK ROME LLP

Steven L. Caponi (DSBA No. 3484)

Chase Manhattan Centre

1201 Market Street, Suite 800

Wilmington, DE 19801

(302) 425-6408

(302) 428-5016 (Fax)

Attorneys for Defendants Level 3 Communications, LLC and

Level 3 Communications, Inc.

# EXHIBIT A

EFiled: Jan 23 2006 11:05

# IN THE SUPERIOR COURT FOR THE STATEOF OF THE WARE \$304 IN AND FOR NEW CASTLE COUNTY

11:05 304		OR C	
	-		

CIT COMMUNICATIONS FINANCE CORPORATION,

Plaintiff,

v.

LEVEL 3 COMMUNICATIONS, LLC and LEVEL 3 COMMUNICATIONS, INC.,

Defendants.

Civil Action No. \_\_\_\_ Non-Arbitration Money Damages Requested

Jury Request: Plaintiff requests a trial by jury for all issues so triable.

THE STATE OF DELAWARE TO THE SHERIFF OF NEW CASTLE COUNTY YOU ARE COMMANDED:

To summon the above named defendants so that, within 20 days after service thereof upon defendants, exclusive of the day of service, defendants shall serve upon Andrew C. Kassner and Howard A. Cohen, plaintiff's attorneys, whose address is 1100 North Market Street, Suite 1000, Wilmington, DE 19801, an answer to the complaint (and, if the complaint contains a specific notation requiring the defendant to answer any or all allegations of the complaint by affidavit, an affidavit of defense).

To serve upon defendants a copy hereof and of the complaint.

Dated: January \_\_, 2006

SHARON AGNEW
Prothonotary

Per Deputy

#### TO THE ABOVE NAMED DEFENDANTS:

In case of your failure, within 20 days after service hereof upon you, exclusive of the day of service, to serve on plaintiff's attorney named above an answer to the complaint (and, if the complaint contains a specific notation requiring the defendant to answer any or all allegations of the complaint by affidavit, an affidavit of defense), judgment by default will be rendered against you for the relief demanded in the complaint.

<u>SHARON AGNEW</u> Prothonotary

Per Deputy

EFiled: Jan 23 2006 11:05 Transaction ID 10389304

# IN THE SUPERIOR COURT FOR THE STATE OF DELAWARE IN AND FOR NEW CASTLE COUNTY

CIT COMMUNICATIONS FINANCE CORPORATION,

Plaintiff,

v.

LEVEL 3 COMMUNICATIONS, LLC and LEVEL 3 COMMUNICATIONS, INC.,

Defendants.

Civil Action No.

Non-Arbitration

Money Damages Requested

Jury Request: Plaintiff requests a trial by jury for all issues so triable.

#### **COMPLAINT**

Plaintiff, CIT Communications Finance Corporation ("CIT"), by and through its undersigned counsel, initiates this civil action against Defendants, Level 3 Communications, LLC ("LLC") and Level 3 Communications, Inc. ("INC," and together with LLC, "Level 3" or "Defendants") and alleges as follows:

#### The Parties

- 1. CIT is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at One CIT Drive, Mail Stop 4104, Livingston, New Jersey 07039.
- 2. LLC is a limited liability company organized and existing under the laws of the State of Delaware.
- 3. INC is a corporation organized and existing under the laws of the State of Delaware.

#### Jurisdiction

4. This Court has jurisdiction over this matter pursuant to 10 Del. C. § 541.

5. Defendants are subject to the personal jurisdiction of this Court pursuant to 10 Del. C. § 3104 because they are organized under the laws of Delaware and have consented to the jurisdiction of Delaware courts.

#### **Facts Common to All Counts**

- 6. On or about December 28, 1995, Genuity Solutions, Inc. f/k/a BBN Corp. and related entities (together, "Genuity") entered into Master Equipment Lease Agreement E212580 (the "Master Lease") and various schedules relating thereto (the "Schedules", and together with the Master Lease as amended from time to time, the "Telephone System Lease") with CIT. A true and correct copy of the Telephone System Lease is attached hereto as Exhibit "A".
- Pursuant to the Telephone System Lease, CIT leased Genuity the telephone system and 7. related equipment identified in the Master Lease (the "Equipment"), in return for Genuity's agreement, among other things, to make monthly installment lease payments to CIT in the amount of \$215,716.56 (the "Monthly Payments").
- 8. On November 27, 2002, Genuity filed for bankruptcy protection in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").
- In the bankruptcy, Genuity sought the approval of the Bankruptcy Court to sell its assets to Level 3.
- 10. On or about January 24, 2003, the Bankruptcy Court approved the sale of Genuity's assets to Level 3.
- As part of the sale, Level 3 acquired some or all of the Equipment as well as Genuity's 11. obligations under the Telephone System Lease.
- 12. As part of the sale, Genuity transferred possession of the Equipment to Level 3.

- 13. In accordance with the terms of the sale and as required by the Telephone System Lease,
  Level 3 was required to make the Monthly Payment to CIT for the Equipment.
- 14. Despite Level 3 making some payments to CIT on account of the Telephone System Lease, Level 3 subsequently disclaimed any obligations to make the Monthly Payment and consequently has failed to make the required Monthly Payments to CIT.
- 15. Notwithstanding CIT's demand, Level 3 has failed to return all the Equipment to CIT.
- 16. At all relevant times, each Defendant was an agent of the other and performed the acts herein alleged within the course and scope of such agency.
- 17. At all relevant times, each Defendant conspired and agreed with the other to do the things herein alleged.
- 18. As the parent company of LLC, INC controls LLC and has caused LLC to do the things herein alleged.

# Count I Breach of Contract

- 19. CIT incorporates by reference the allegations contained in the preceding paragraphs of this Complaint as if they were fully set forth herein.
- 20. While CIT has performed its obligations, Level 3 has breached its contractual obligations by failing to make all monthly payments due and owing CIT.
- 21. As a result of Level 3's failure to make the required monthly payments, CIT has been injured.
- 22. WHEREFORE, CIT seeks relief against each Defendant as hereinafter set forth.

### Count II Unjust Enrichment

- 23. CIT incorporates by reference the allegations contained in the preceding paragraphs of this Complaint as if they were fully set forth herein.
- 24. Level 3 has benefited and will continue to benefit from the Equipment.
- 25. Level 3 has failed to make payment to CIT for the Equipment.
- 26. Level 3 has been unjustly enriched and should be required to compensate CIT for the Equipment.

WHEREFORE, CIT seeks relief against each Defendant as hereinafter set forth.

# Count III Conversion

- 27. CIT incorporates by reference the allegations contained in the preceding paragraphs of this Complaint as if they were fully set forth herein.
- 28. Despite Level 3's knowledge of CIT's ownership and right to possession of the Equipment and notwithstanding CIT's demand for return of the Equipment, Level 3 has failed to return the Equipment to CIT.
- 29. Level 3 has converted CIT's Equipment by failing to return the Equipment to CIT.
  WHEREFORE, CIT seeks the following relief against each Defendant:
  - (a) Compensatory and other damages in an amount to be determined at trial;
  - (b) Pre-judgment and post-judgment interest; and
  - (c) Such further relief that the Court may deem just and proper.

### **JURY DEMAND**

CIT hereby demands a trial by jury on all issues so triable.

Dated: January 23, 2006

Andrew C. Kassner (No. 4507)
Howard A. Cohen (No. 4082)
DRINKER BIDDLE & REATH
1100 N. Market Street
Suite 1000
Wilmington, DE 19801
(302) 467-4200

Attorneys for Plaintiff, CIT Communications Finance Corporation

### CERTIFICATE OF VALUE

I, Howard A. Cohen, attorney for plaintiff, hereby certify in good faith at this time in my opinion that the sum of damages is in excess of \$100,000.00, exclusive of costs and interest.

Dated: January 23, 2006

Howard A. Cohen (No. 4082)
DRINKER BIDDLE & REATH
1100 N. Market Street
Suite 1000
Wilmington, DE 19801
(302) 467-4200

Attorneys for Plaintiff, CIT Communications Finance Corporation EFiled: Jan 23 2006 11:05 A EST Transaction ID 10389304

### EXHIBIT "A"



(04/93)

### Master Equipment Lease Agreement

LESSEE: BBN CORP.	LESSOR: AT&T CREDIT CORPORATION
Streel Address 150 CAMBRIDGEPARK DRIVE	Address 2 GATEHALL DRIVE PARSIPPANY, NJ 07054
Clty/State/Zip	Lease Number
CAMBRIDGE, MA 02140	E212580

1. AGREEMENT, Lestor parees to lease to Lessee and Lessee agrees to fease from Lessor tise equipment (Equipment) described in any schedule (Schedule) that incorporates this Master Equipment Lease Agreement (Agreement) by reference. A Schedule that incorporate this Agreement by reference by lieting the above-referenced Lease Number thereon. Such lesse shall be governed by the terms and conditions of this Agreement, as well as by the terms and conditions as to finh in he applicable Schedule. Each Schedule shall considers an agreement apparate and distinct from this Agreement and shy other Schedule, in the expense and distinct from this Agreement and shy other Schedule, in the expense of this Agreement and any other Schedule, in the provisions of the Schedule shall revent.

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or any part moreor, may be got becomes) amizes or attached to read proparty of any improvements thereon. Except for the intents of Lesson, Lessoe shall keep the Equipment free and clear of all levies, sens and encurrorances of any nature wholes overse. Except as expensely set forth in this Agreement, the Equipment shall at all direst randin the property of Lessot and Lessoe shall have to right, title of intents. Or 10 Cost. As between Lessor and Lessoe, Lessoe shall be entire the follows, their, destruction or demands to the Equipment from any cause winasceave or requellion of the Eudopment by entirent domain or otherwise (confectively), Lessoe, lessoe shall act to the Equipment by entirent domain or otherwise (confectively), Lesso, Lessoe shall act to Lessor in witing within 10 days of any such Less. Lessoe is all act to Lessoe in witing within 10 days of any such Less. Lessoe is all act to Lessoe in thing within 10 days of any such Less. Lessoe is all act to Lessoe is the reliable of the control of the contro

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17. GENERAL INDEMINITY, Lessee shall indemnify, hold harmless, and, if so requested by Lessor, defend Lessor against all claims (Caistra) directly of indirectly and of or connected with the Equipment or any Fundament presents after a directly of indirectly and the content of or connected with the Equipment or any Fundament presents. Claims refers to all forests, facilities, demerable hased on a sheety of eticl labelity essential content of the content of the

(b) involved (c) access or (c) are stated or create sequence presents or any such Schedular controls (c) accesses the property of the state of the control of the state of the

21. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee falls to perform any of its obligations harsunder, Lesson may perform any ect or make any performance and preservation of the Equipment and Lessor's interests therefore, provided, however, that the performance form, the obligation of the state, all states to paid by Lesson, Copeline with expenses (including legal less and costal) incurred by Lessor in connection with expenses (including legal less and costal) incurred by Lessor in connection with expenses (including legal less and costal) incurred by Lessor in connection with expenses (including legal less and costal) incurred by Lessor in connection with the terms under which it hopes to obtain the financing, and upon receiving set of the costs of such addition, Lesses shall provide Lessor with the terms under which it hopes to obtain the financing, and upon receiving set a request Lessor of insections upon the with a state of days after executing, Lesses are terpues, deter of fenancing, it Lessor does not within a definition, and Lesses shall notify Lessor of the datalet of any third party financing the addition, and Lesses shall notify Lessor of the datalet of any third party financing from the Casses when the substantially similar to the Third Party Offer within 20 days of receiving Lesses in public, Lessor may accept the Third Party Offer within 20 days of receiving Lesses in public, Lessor may accept the Third Party Offer within 20 days of receiving Lessors in notice.

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Schedule or al such other address as the pathset may provide to each other its writing from time to time. Any such notice miled to said address that be effective when depoched in the United States mail, duly addressed and with first class postage onspield.

27. WANVER OF JURY TRIALI SUCCESSORS. LESSEE AND LESSOR EACH PROCEEDING, COUNTERCLAIM OR ANY OTHER LITTERATION OR PROCEEDING, COUNTERCLAIM OR ANY OTHER LITTERATION OR PROCEEDING, TO OTHER COUNTERCLAIM OR ANY OTHER LITTERATION OR PROCEEDING, COUNTERCLAIM OR ANY OTHER LITTERATION OR PROCEEDING, TO THE DEALINGS OR RELATIONSHIP BETWEEN OR AMENCH LESSOR, LESSEE, SELLER OR ANY OTHER PERSON. THE ADDRESS OF ASSIGNED CLESSOR, LESSEE, SELLER OR ANY OTHER PERSON. THE AUTOMOBILE OF ASSIGNED LESSOR, LESSEE, SELLER OR ANY OTHER PERSON. THE AUTOMOBILE OF ASSIGNED LESSOR, LESSEE, SELLER OR ANY OTHER PERSON. THE AUTOMOBILE CONSTITUTE OF THE PROPERTY OF THE PROP

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## Master Equipment Lease Agreement Schedule

MELAIV CCOSB (98-94)

•		Schedule	
LESSEE:	BBN CORP.	LESSOR; AT&T Credit C	Corporation
150 CAMBRIDGEPARK DRIVE		2 Gatehail Drive, Parsip	pany, NJ 07054
City / Blate / Zip	CAMBRIDGE, MA 02140	Lease Number E212580	Schedule Number 00170
SELLER:	LUCENT TECHNOLOGIES INC		Total Price Including Installation/One-Time Charges
The Walbasis pamount payment periodi \$ 5.00 Bquipmer and all all pardocument and the to such	Oescription of Hems to be Leased (the Equipment) yield of the 3.00 year Treasury Note t 1 Street Journal on the Commencement D oints from the yield of 5.97%, the rat equal to the difference between the tw a will be adjusted accordingly. Howeve e payment that would result from such per payment period, no adjustment shall nt subject hereto shall include the Luc other items of equipment, and all att ts thereto, and a right to use license tation, set forth in the attached copy Seller or Supplier, consisting of 6 p equipment order(s) as reflected in the	rading closest to par as ate is different by an s e will be adjusted upwar o yields and the amount r, if the change in the rate adjustment would be 1 be made.  cent/ATAT Definity Communication achments, alterations, s for any software relate (s) of the equipment orduge(s), and sll smendmen	nount greater than 25 d or downward in an of the periodic amount of the no greater than as System GS: V5 ad additions thereto, and thereto and related ers(s) between the Lessee ts or supplements
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Equipment Locati 9780	PATUXENT WOODS DRIVE 181A, MD 21046	Rental Payment Period  Month Ly  Length of Initial Term  60 months	Latest Commencement Date 05/30/97
PI LESSON OF ANY MANY MANY MANY MANY MANY MANY MANY	ILL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER ECUPINSEE. AS LESSEE, AND LESSOR OR ATTAT CAPITAL CORPORATION OR ANY AS BACK OF THIS SCHEDULE PURSUANT TO SUCH TERMS AND CONDITIONS WAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRICES SCHEDULAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRICES SCHEDULAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRICES SCHEDULAY BE DIFFERENT FROM THE BEAUTIONS FEREIGN WARRANTIES RELATING TO THE ECUPINEST AND THAT IT EITHER HAS REVIEW HARRANTIES RELATING TO THE ECUPINEST AND THAT IT EITHER HAS REVIEW HARRANTIES RELATING TO THE ECUPINEST AND THAT IT EITHER HAS REVIEW AND HAVE HAVE BEEN AND MAY ONLY HAVE CONTINUED TO AN AND ALL RIGHTS AND REMEDIES COMPERIED UPON LESSEE BY A YUMBIT OR MODIFY THE LESSONS FIGHTS AS DESCRIBED IN THE AGREEMENT CORP.	HEMT LEASE AGREEMENT REFERENCED BY THE FPLIATE OR SUBSIDIARY THEREOF, AS LESSOR, MINICH LESSES ACKNOWLEDGES THAT HE MEDIA THE SECONOMEDIAS THAT HE MEDIA THE SECONOMEDIAS THAT HE MEDIA LESSES REPRESENTATION TO TRANSFER MEDIA LESSES REPRESENTS AND WARRANTS THAT MEDIA APPROVED AND RECEIVED A COPY OF THE A ONTACT SELER FOR A DESCRIPTION OF SIXCH RE MEDICAL EAST OF THE LICE AND ANY RIGHTS NOW, THAS SCHEDULE OR ANY OTHER PURDAMENTAL.  AT&T CREDIT CORPORA  By:  Lessor Authorized Storpline	IT IT SHALL LOOK ONLY TO THE SELLER FOR ANY POLICIABLE PURPOSES COCCUPING OF THE EXTENT PERMATTED BY APPLICABLE ON THE EXTENT PERMATTED BY APPLICABLE OF HEREAFTER CONFERRED BY STATUTE OR AGREEMENT).

ORIGINAL

Date

1 1

The terms and conditions set forth below shall apply to Optic A d B on the front of this Schedule: provided, nowever, that Lessee may select only one of the two thomsendoned options. It is Lessee selects Option A, the Tax Indemnity provision set forth below (Section 4) shall apply to this Schedule, if no selection is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

Capitatized terms used in this Schedule that are not otherwise defined herein shall have the moanings ascribed to them in the Master Equipment Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rentel Payment shall make the estimates maced specified on the from of this Schedule, as adjusted pursuant to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions.

- in the Agreement andors any amenoments thereto entered into prior to the execusion of this Schedule.

  1. OPTION A—FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS, (a) if Option A has been selected, no Event of Default exists, no event has occurred and is continuing that with notice of the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an inevocable written election notice at least 90 days prior to the expicition of the Applicable Term (as defined in Section 3 below). Lessee shall have the following purchase and renewal cotions: (i) Lessee may remease all (but not less than att) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may remew this Schedule for a fluewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rentet Value (as defined below); provided, however, that the tonepoing remews before may not be exercised it Lessor restorably determines that three has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term is that provide Lessor with invovocable written notice thorsof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 16 of the Applicable Term and return the Equipment to Lessor in accordance with Section 16 of the Applicable.
- (b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required fereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Flenewal Term. Throughout the Renewal Term, Losser shall pay Lessor the Fair Rental Value on the same date each period that the Renewal Term, Losser shall pay Lessor the Fair Rental Value on the same date each period that the Renewal Term, Losser shall be initial.
- (c) If Lesses fails to: (i) provide Lessor with the 30 day notice required above; or (ii) pay Lessor the Feli Market Value as specified above; or (iii) ratum the Equipment to Lessor in accondance with Section 16 of the Agreement, the Applicable Term shall be extended for successive 90 day periode until Lesses returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessor. If this Schedule is extended pursuant to the precading entence, Lesses shall continue to periodic Rental Payments to effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewel options) shall continue to apply.
- (d) Fair Rentel Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lesser, or, at Lesser's sole expense, by an independent appraiser selected by Lessor. Fair Rentel Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lesses end an informed and willing lesser in soler under computation to tease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between as informed and willing select under no computation to but, and an informed and willing select under no computation to set, in determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.
- (e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the fact day of the Agricable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any Kans or dislims by, through, or under Lessor.
- any lans or daims by, through, or under Lessor.

  2. OPTION 8—FIXED PRICE PURCHAGE AND RENEWAL OPTIONS. (a) If Option B has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable writen staction notice at least 90 days prior to the explaint on the Applicable Term (as defined in Soction Section notice at least 90 days prior to the explaint on the Applicable Term (as defined in Soction Section notice that have the following fixed price purchase and renewal options: (i) Lessee may purchase attitute not less than as) of the Equipment at the end of the Applicable Term for the amount specified in Option B on the front of this Schedule for (3) Lessee may renew his Schedule for a Renewal Term of not less than 12 months at the periodic Renetal Payment amount specified in Option B on the front of this Schedule or, it no such amount is specified, at Fair Penkal Value (Renewal Rental Payment); provided, however, that the foregoing renewal option may not be exercised if Lessor ressonably obtentiones that there has been a material adverse change in Lessee's business or financial condition stone the Commencement Optic It bessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it chest provide Lessor with knewocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreements.

  (b) If Lessee selects to authorize the section of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreements.
- (b) If Lessee elects to purchase the Eculoment, Lessee shall pay Lesser the Sale Price at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. It Lessee elects to renew this Schedule, Lessee and Lesser shall enter Into a supplement to this Schedule to confirm the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lesser the Renewal Rental Payment on the same date each period that the Rental Payment was due during the Indial Term.
- (c) If Lesses falls to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Sale Price as specified above; or (iii) resum for Engineers to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for supposedar 90 day periods until Lesses (sturms the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Solvadile by 10 days' written notice to Lesson it in Schoolide is extended pursuant to the proceding sentence; Lesses and continue to pay Lessor this periodic Rental Psymerits in affect prior to the superior of the Applicable Term and at other provisions of the Agreement and this Schedule (including Lessee's purchase and reviewal options) shall continue to apply.
- (d) If Lessee elects to purchase the Equipment and has completely tuffiled the terms and conditions of the Agreement and this Section 2, then on the test day of the Applicable Term: (i) this Schedule shall ferministe and, except as provided in Section 25 of the Agreement, Lessee strict be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its Interest in the Equipment to Lessee "AS IS, WHERE IS." and without any warranty, express or implied from Lessor, other than the absence of any items or claims by, through, or under Lessor.
- any sens or claims by, prough, or under Lessor.

  3. LESSOR'S RETURIN. (a) Siguilated Loss Value. If Section 13 of the Agreement provides that Stipdated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipdated Loss Value of the Equipment shelf equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of at Rential Payments from the date of the Loss or Event of Detail, in question to the originally satisfaced date of expiration of the time satisfaginem of this Schedule (whether it be the Initial Term or any flanewal Term (Applicable Termit); plus (ii) if Option A of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) at the casualty value (determined as set forth below) of the Equipment; plus (iii) if Option B of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the purchase option amount set forth on the tront of this Schedule. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price.

- (b) Casually Percent repurposes of this Schedule the applicable Casually Percentage shall be fundess chemise specific. In purposes of this Schedule) 65% for a Term of fess than 36 months; 50% for a Term of 18 months or greater, but less than 48 months; 40% for a Term of 48 months; 30% for a Term of 69 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater.
- 72 months or greater.

  4. TAX INDEMNITY. (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internat Revenue Code of 1996, as emanded (Code), and accelerated depreciation deductions under applicable state taw (Depreciation Deductions). Accordingly, Lessee makes the following representations, warranties and covenants; (i) all the time Lossee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment with have been placed in service\* within the meaning of sections 167 and 168 of the Code; (ii) the Yotal Purchase Price shall quality for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on the front of this Schedule and any increase in the Total Purchase Price that is attributable to any accrued interest under a Financing Agreement); (iii) neither Lessee, any of its stiffsates, nor any of its successors, sublessees or assigns was, is, or will become a tax-eventyr entity described in section 169 in (2) of the Code at any stree during the Term of this Schedule will tessee (or any of its successors, sublessees or assigns was, is, or will become a tax-eventyr entity described in section 169 in (2) of the Code at any stree during the Term of this Schedule will tessee (or any of its successors, sublessees or assigns was, is at one of the Schedule will tessee (or any of its successors, sublessees or assigns that on time during the Term of this Schedule will tessee (or any of its successors, sublessees or assigns that on any action or rot at to lake any action or rot at to lake any action or or rail to lake any action or or rail to lake any action or or rail to lake any action or rot at to lake any action or or rail to lake any action or rot at to lake any ac
- (b) The amount of each periodic Rental Payment tomaining to be paid during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, it changes are made to the Code (including changes in the corporate income tax rates) or any regulations promutigated thereunder that affect the federal income tax consequences to Lessor that were contemplated versus in the amount of the pediction Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor & Net Economic Return equal to the Net Economic Return that Lessor would have realized if no Tax Law Change had occurred.
- (c) Any demages required by Section 4(a) above and any adjustment required by Section 4(b) above shall be in the emotinf necessary to provide Lessor a not affectax yield, relia affectax cash flow and rel affectax book earnings (Net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule it a Tax Loss or Tax Law Change (as applicable) had not occurred, assuming Lessee would third latified to it is obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in destinating the amount of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) and such contemplated by the same undertaining the generality of the foregoing, it shall be irrebuilably presumed that all income of Lessor for any year is subject to tax at the highest then applicable independent income tax rate generally applicable to corporations and that Lessor has sufficient taxable income to offset all deductions arising hereunder.
- (d) With respect to any damages or adjustments calcutated by Lessor as set forth above (Calcutation Amount), at the request and expense of Lessoe, Lessor shall submit the assumptions and calcutations underlying any such Calcutation Amount to Lessor's Independent cartified public accountants for verification of the maintenance of Lessor's Net Economic Return. Such accountants' determination that the Calcutation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the failer, such accountants' determination of the adjusted amount that would so maintain such Net Economic Return), shall be binding upon Lessor and Lessee. Lessoe agrees that any almoration provided to such accountants by Lessor constitutes private, proprietary and confidential property of Lessor and that no person other that Lessor and such accountants shall be entitled access therein.
- 5. SECURITY INTEREST. If Option A has been selected, Lessor and Lessee Intend the transaction described in this Schedule to be a true lesse, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a count of competent jurisdiction to be a lesse intended for security or if Option B has been aslected, to secure payment and performance of Lessee's obligations under the Agreement and the Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements in the Equipment and in all attachments. Agreement or any other substitutions, products, replacements, remain and proceeds (tuckang unusuance proceeds) therefrom se well as a security interest in any other apulpment literator pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Colleteral, Lessee shall be execute and kinely deliver to Lessor financing statements or any other documents Lessor deline necessary to perfect or protect Lessor's security interest in the Colleteral, Lessor or Lessor's agent may like as a financing statement any lease document (or copy thereof), where permitted by last) isseed deems necessary to perfect or protect Lessor's security interest in the Colleteral. If Lessee falls to execute any such document, Lessor appears to the sory of the foregoing signed only by Lessor or Lessor's agent is hereby suthorized to Ne eny of the foregoing signed only by
- E. LEASING ADDITIONAL EQUIPMENT. Lessee may request Leasor to finance the costs of any additional equipment by sending Lessor a purchase order or by contacting Leasor or the Seller by telephone or in writing, if the total cost of such additional equipment (Additional Equipment) is Twenty-Five Thousand Dollars or less and it Lessor agrees to lose such Additional Equipment in Lessee, Lessor will splinly it agreement by preparing and ceanding to Lessee a writing (Additional Equipment and appoint) in Additional Equipment and specifying the amount and frequency of the Herdal Payments, the Length of talks Term, the applicable purchase and renowal options and such other terms and conditions that apply to such losse. Lessee Additional terms are conditions that apply in such losse. Lessees Additional Equipment (Additional Equipment and Additional Lease FROM LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE SHALL SE DEEMED TO HAVE (a) IRREVOCABLY ACCEPTED THE ADDITIONAL LEASE, SHALL SE DEEMED TO HAVE (a) IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT (b) AUTHORIZED LESSOR TO PAY THE SELLER FOR THE ADDITIONAL EQUIPMENT AND (d) AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE, SUCH ADDITIONAL LEASE, SUCH ADDITIONAL LEASE, SUCH SOLD AND ADDITIO
- 7. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor at of Lessoe's right and fixeds in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) tolgsing thereto. Except for the obtigation to pay Selfor for the Equipment it (and only if the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include shy of the obtigations of the purchaser under the Purchase Documents and Lessee shall at times remaily labely to Selfor to perform all of the duties and obtigations of the purchaser under the Purchase Documents and the same order as if an agrimment had not occurred. If Selfar is not an affiliate of Lessor, Lessee shall obtain Selfar's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Selfar will either (b) great Lessor any applicable licenser relating to the use of any softice, loctnical information, confidended business information or other documentation (collectively, Learne) and pomitic Lessor to assign such Lessor shot in Selfar's theory, and Lessor shot at the Equipment as applicable License, subject to Selfar's theory great any subsequent end-user of the Equipment and applicable License and Lesses shell at all times remain lable to Selfer as the Selfar's theory and Lessor shell not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.



# **Master Equipment**

MELAIV CCO5B (09-94)

- Out		Lease Agreeme Schedule	nt	
LESSEE: BBN CORP.		LESSOR: AT&T Credit Corporation		
Address	150 CAMBRIDGEPARK DRIVE	2 Gatehall Drive, Parsip	pany, NJ 07054	
City / State / Zip	CAMBRIDGE, MA 02140	Lease Number E212580	Schedule Number 00200	
SELLER:	LUCENT TECHNOLOGIES INC.		Total Price Including Installation/One-Time Charges	
The Wal basis p amount payment periodi \$ 5.00 Equipme and all all par documen and the to such	Description of Hems to be Leased (the Equipment) yield of the 3.00 year Treasury Note of 1 Street Journal on the Commencement I oints from the yield of 6.57%, the rat equal to the difference between the tw s will be adjusted accordingly. Howeve c payment that would result from such per payment period, no adjustment shall nt subject hereto shall include the LU other items of equipment, and all act ts thereto, and a right to use license tation, set forth in the attached copy Seller or Supplier, consisting of 2 p equipment order(s) as reflected in th	crading closest to par as date is different by an act will be adjusted upwar or, if the change in the rate adjustment would be a be made.  CENT/ATET MERLIN LEGEND cachments, alterations, act for any software relateres.) of the equipment orduge(s), and all amendments.	stated in mount greater than 25 d or downward in an of the periodic amount of the no greater than ad additions thereto, and thereto and related ers(s) between the Lessee s or supplements	
Lessee selects (i) of either \$ and (ii) a fixed pa of the periodic Re THE TERMS AND	A fixed price purchase option or		\$ 31,515.38  Rental Payment 1-36 @ \$744.10 \$ 37-60 @ \$345.68	
Equipment Local 2400		Rental Payment Period Monthly Length of Initial Term 60 months	Latest Commencement Date 06/30/97	
HIB SCHEDLE SHA IY AND BETWEEN LE XM THE FRONT AND EASE FROM LESSON IF THIS SCHEDULE IN IV LESSON OR ANY IND ALL CLAMS AND INFORMED BY LESSON AW, LESSEE WAVIE THERMISE THAT MA	LL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPIESSEE AS LESSEE AND LESSOR OR ATET CAPITAL CORPORATION OR ANY A BACK OF THIS SCHEDULE PURSUANT TO BUCH TERMS AND CONDITIONS WAS PECULED BELOW, AND LESSOR ASREES TO LESSE THE ABOM AND LESSOR ASREES TO LESSE THE ABOM THE TERMS AND CONDITIONS OF PRIOR SCHEDULE ASSESSEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREULE WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEW ARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEW AND THAT IT MAY HAVE RIGHTS INDER THE PLANCHASE DOCUMENTS AND MAY OF IT HAT IT MAY HAVE RIGHTS INDER THE PLANCHASE DOCUMENTS AND MAY OF IT HAT IT AND ALL RIGHTS AND REMEDIES CONFERRIED UPON LESSEE BY AY LAMP OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT	MENT LEASE AGREEMENT REFERENCED BY THE FFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, (MHICH LESSEE ACKNOWLEDGES THAT IT HAS WE REFERENCED EQUIPMENT, IT IS UNDERSTOOL LES AND THAT ANY ASSIGNATION OR TRANSFER NEED, LESSEE REPRESENTS AND WARRAINS THI NEED, APPROVED AND RECEIVED A COPY OF THE A ONTIACT SELLER FOR A DESCRIPTION OF SUCH RE ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW, I, THES SCHEDULE OR ANY OTHER FUNDAMENTAL.	LEASE MARGEA SPECIFIED ABOVE (AGREEMENT) AND BY THE TIBRAS AND CONDITIONS SET FORTH READ AND UNDERSTANDS), LESSEE AGREES TO AND AGREED THAT THE TERMS AND CONDITIONS FURBURANT TO SECTION 25 OF THE AGREEMENT ATT IS SHALL LOOK ONLY TO THE SELEN FOR ANY PPLICABLE PURCHASE DOCUMENTS OR HAS BEEN ONTS, TO THE EXITENT PRINTED BY APPLICABLE VOR HEATER STATEMENT OF THE AGREEMENT, OR MERICAFTER CONFERRIED BY STATUTE OR AGREEMENT (AS DEFINED IN THE AGREEMENT).	
ke X	orized Signature  Lice Haskin, Treasurer  Line 1, 1997	By: Legis's Authorized Blanchige Tolan + Sc / O' Print Name and Title	TION  TO ALT MUCH	

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The terms and conditions set forth below shall apply to Optic aid B on the front of this Schedule; provided, however, that Lessee may select only one of the two abunnentioned options. If Lessoe selects Option A, the Tax Indemnity provision set forth below (Section 4) shell apply to this Schedulo. If no selection is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Meater Equipment Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. Reterences in this Schedule to Total Purchase Price and Rentat Payment shall mean the estimates thereof specified on the front of this Schedule, as adjusted pursuant to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any emergencial thereto entered into prior to the execution of this Schedule.

in the Agreement and/or any emergenents interest entered into prior to me execution or this Scriedule.

1. OPTION A—FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS, (a) If Option A has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the tepse of time or both would constitute an Event of Default, and Lessee defivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Socials 3 below), tessee enter the tessee the following purchase and reservat ophona; (i) Lessee may purchase all (but not best han all) of the Equipment at the end of the Applicable Term at Fair Market Vature (as defined below); or (ii) Lessoe may tenew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rential Vature (as defined below); provided, however, that the foregoing ronewal option may not be exercised if Lessor reasonably deformines that there has been a material adverse change in Lessae's business or financial condition since the Commencement Date. If Lessoe decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with Irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement and the provided Lessor with Lessee the fair Market Value at least

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the termining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee falls to: (i) provide tessor with the 90 day notice required above; or (ii) pay Lessor the Feir Market Value as specified above; or (ii) return the Equipment to Lessor in accordance with Section 16 or the Agreement, the Applicable Term shell be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 16 or the Agreement or Lessor imministes this Schedule by 10 days written notice to Lessor. If this Schedule is extended pursuant to the preceding sontence, Lessee shall continue to pay Lessor the periodic final Payments to effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's numbers and centeral colours is shall more losses to the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's tength transaction between an informed and wilking lesser, neither under computation to tease. Fair Market Value means the total price that would be paid for the Equipment in an arm's tength transaction between an informed and wilking buyer (other than a used equipment dealer) under no computation to buy and an informed and wilking seller under no computation to sait, in determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location stall not be deducted from its value.

(e) if Lessae elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Agreement, Lessae shall be relieved of all terminate and, except as provided in Section 25 of the Agreement, Lessae shall be relieved of all obligations under this Schedule; and (ii) Lessoe shall are francer all of its interest in the Equipment to Lessae "AS 13, WHERE IS," and without any warranty, express or implied from Lessat, other than the absence of any liens or claims by, through, or under Lessay.

eny lens or claims by, litrough, or under Lessor.

2. OPTION B.—FIXED PRICE PURCHASE AND RENEWAL OPTIONS. (a) If Option 8 has been selected, on Event of Default axists, no event has occurred end is continuing that with notice or the lepse of time or both would consider an Event of Default, and Lessee delivers to Lessor an irrevocable written stection notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below), Lessee shall have the following fixed price purchase and renewal options: (i) Lessee may purchase aligher not less than all of the Equipment at the end of the Applicable Term (as defined in Section 3 Option 8 on the fund of this Schedule (Sale Price); or (i) Lessee may renew this Schedule for a Fenewal Term of not less than 12 months at the periodic Rental Payment amount specified in Option 8 on the fund of this Schedule or, it no such amount is specified, at Fair Rental Value (Renewal Rental Payment) provided, however, their the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Applicable.

(b) If Lessee elects to purchase the Equipment, Lassee shall pay Lesser the Sale Price at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schodule. If Lessee elects to renew this Schodule, Lessee and Lesser shall enter into a supplement to this Schodule to confirm the length of the applicable Renewal Term. Throughout the Renewal Term, Lassee shall pay Lessor the Renewal Rental Payment on the same date each period that the Rental Payment was due during the initial Term.

(c) If Lessee (alls to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Safe Price as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns to the Equipment to Lessor the Contracts this School to the School

(d) if Lessee elects to purchase the Equipment and has completely totified the terms and conditions of the Agreement and this Section 2, then on the last day of the Agreement, Lessee shall be relieved of all ferminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or simplied from Lessor, other than the absence of any lights or claims by, through, or under Lessor.

s. LESSOR'S RETURN. (a) Silpulated Loss Value. If Socion 13 of the Agreement provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Detects in question to the originally anticipated date of explation of the then existing term of rule Schedule (whether is be the initial Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schedule has been estacted, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Defeuit in question) of the casualty value (determined as set forth below) of the Equipment; plus (iii) if Option B of this Schedule has been estacled, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Defeuit in question) of the purchase option amount set forth on the front of this Schedule. The casualty value of the Equipment shall be determined by multiphying the applicable Casualty Percentage (as specified below) by the Total Purchase Prito.

(b) Casually Percent (unless cherwise specific.

In purposes of this Schedule the applicable Casually Percentage shall be from a 16 months or greater, but less than 48 months or greater, but less than 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 60 months or greater.

4. TAX INDEMNITY. (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under sections (15/16) and 158/b) (1) of the Internal Revenue Code or 1986, as amanded (Code), and accelerated depreciation deductions under applicable state taw (Depreciation Deductions). Accordingly, Lessee makes the following representations, warranties and covenants; (b) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the meaning of sections 167 and 168 of the Code; (fi) the Total Purchase Price shall qualify for Recovery Deductions and Deprectation Deductions (with the exception of any items that are excluded by specific language on the front of this Schedule and any Increase in the Total Purchase Price that is attributable to any accrued interest under a Financing Agreement); (iii) neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, so will become a tax-exempt entity described in section 168 (h) (2) of the Code at any time during the Term of this Schedule or the five years proceding the Commencement Date; and (iv) at no time during the Term of this Schedule will usesee for any of its successors, sublessees or assigns was, and the schedule will use of the code of the Code at any time during the Term of this Schedule will use one or yet its successors, sublessees or assigns the temporal or the section of the Code at any time during the Term of this Schedule will usesee for any of its successors, subsees or assigns that any social or refat to take any action (whether or not such and or or the subsequent or the processor). The Representation of Deductions are lost, reduced, deferred, recaptored or otherwise made unavailable to Lessor (Yax Loss), Lessee shall upon demand by Lessor, promptly pay damages to Lessor the amound of such davides shall upon demand by Lessor, promptly pay damages to Lessor the amound of auch damages shall be the amount necess esult in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of each pededic Rental Payment remaining to be paid during the Applicable Torm (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income lax rates) or any regulations promutigated thereunder that affect the tederal income tax consequences to Lessor that were contemplated by Lessor when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The not effect of any adjustment under this Section 4(b) shall be to provide Lessor 8 Net Economic Return equal to the Net Economic Return equal to the Net Economic Return intelligence.

(c) Any damages required by Section 4(a) above and any adjustment required by Section 4(b) above shall be in the amount necessary to provide Lessor a ret affertax yield, not affective, each flow and not after-tax book earthings (test Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule 8 a Tax Loss or Tax Law Change (as applicable) had not occurred, assuming Lessee would fulfill all of its ortigations hereundeet, and shall be based upon the name assumptions and pricing snallysis used by Lessor in detarmiting the amount of the periodic Rental Payment from in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) at testor. Without limiting the generatity of the foregion, it shall to the first at all income of Lessor for any year is subject to tax at the highest than applicable federal income tax rate generatily applicable to corporations and that Lessor has sufficient taxable income to often all deductions arising hereunder.

(d) With respect to any damages or edjustments exiculated by Lessor as set forth above (Calculation Amount), at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's Independent certified public accountants for verification of the maintenance of Lessor's Net Economic Return. Such accountants' determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountants' determination that the calculation amount that would so maintain such Net Economic Returns shall be binding upon Lessor and Lessee, Lessoe agrees that any information provided to such accountants what he soon constitutes private, proprietary and confidential property of Lessor and that no person other than Lessor and such accountants shall be entitled access thereto.

s. SECURITY INTEREST. If Option A has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lesse, and Lessee hereby authorizes Lessor to life a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lesse intended for security or if Option B has been selected, to secure payment and performance of Lesser's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a punchase money security interest in the Equipment and in. It statements, accessfules, additions, substitutions, products, replacements, refules and proceeds (including insurance proceeds) therefrom as well as a security interest in any other sequipment therefore drustums to the Agreement or any other systems and in the Schedule, Lessee shall exceed and kinety deliver to Lessor timenting statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Colleteral. Lessor or Lessor's agent may life as a financing statement any lesses documents of the protect or protect Lessor's security interest in the Colleteral. It Lessee felts to execute any such document, Lessor or Lessor's agent is hereby suthorized to life any of the fotogoing agned only by Lessor or Lessor's agent. or Lesson's agent.

G. LEASING ADDITIONAL EQUIPMENT. Lesses may request Lessor to finance the costs of any additional equipment by sending Lessor a purchase order or by contacting Lessor or the Seler by setephone or in writing. If the total cost of such additional equipment (Additional Equipment) is Twenty-Five Thousand Dotlats or less and if Lessos agrees to lease such Additional Equipment to Lesses, Lessor will signify his agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payment, it Length of Intelligence (Engineering and sending the amount and frequency of the Rental Payment, it Length of Intelligence (Engineering the Length of Intelligence (Engineering the Length of Intelligence (Engineering the Additional Lease) From Lessee within 10 ban's Afrier the ban's of the Additional Lease (Lessee Shall see Desaled to NAVE (a) INTELLY ROTTED HESSOR TO PAY THE SELLER FOR THE ADDITIONAL EQUIPMENT AND (a) Additional Lease Shall se GOVERNED BY ALL OF THE TERMS AND CONDITIONAL SCHEMMENT AND (a) Additional Lease Shall se GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS SCHEMULE, it Lessee objects in the manner and within the threframe set forth above, the Additional Lease shall be not and void and Lessee shall be responsible for Suffering the obsquilors of the purchaser under the applicable Purchase? A LEASING ADDITIONAL COUPMENT, League may request Leasor to finance the costs of any

T. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Loscee's option and interests in and to (a) the Equipment described in the Schedule and (b) any Purchase Dissuminis (Including any purchase order lessed by Lessor as Lessee's agent) (eligiting thereto. Except for the Equipment if land only it) the Equipment is accepted by Lessor as consistent in the Agreement, such assignment shall not include shy of the obligations of the purchase procured and Lessee's shall at all times remain (alone to Seller to perform all of the quite and obligations of the purchase and Lessee's that at times remain (alone to Seller to perform all of the quite and obligations of the purchase under the Purchase Documents to the same extent as it an assignment had not occurred. It Seller is not an affiliate of Lessor, Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will atter (by great Lessor any applicable Homes relating to the use of any software, technical information, confidential business information or other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) great any subsequent end-user of the Equipment; or (z) great any subsequent induser of the Equipment of (z) great lasses what not have any obligation thereunder unless and until such License is provided to Lessor in accordance horswith.

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## Master Equipment Lease Agreement Schedule

MELAN
CCC68
(09-04)

		Schedule		
LESSEE:	BBN CORP.	LESSOR: AT&T Credit Corporation		
150 CAMBRIDGEPARK DRIVE		2 Gatehali Drive, Parsip		
City / State / Zip	CAMBRIDGE; MA 02140	Losse Number E212580	Schedule Number 00260	
SELLER:	LUCENT TECHNOLOGIES INC	,	Total Price including installation/One-Time Charges	
<del></del>	Description of Items to be Leased (the Equipment)			
or renew purchase the Rene the Less the Less and s11 s11 part document and the	ule Number 00170 (Primary Schedule). Is the Equipment described in the Primary the Addition or renew this schedule is wal Term of the Primary Schedule; and oris Return with respect to the Primary oris Return with respect to this schedule the subject hereto shall include the Successive other items of equipment; and all attaction, set forth in the attached copy (Seller or Supplier, consisting of 2 pagequipment order(s) as reflected in the	ery Schedule, Lessee shall for a Renewal Term of the (b) if Lessee is required by schedule; Lessee shall lule.  NT DEFINITY COMMUNICATIONS SYSTEMENTS; alterations; and for any software related (s) of the equipment orderse(s), and all amendments	L; as applicable, same length as it to pay Lessor pay Lessor EM CSILIST ADD-ON EQUIPMENT additions thereto; and thereto and related rs(a) between the Lesses or supplements	
_asses selects a	Yes No fair market value purchase rental value renewal option.	Total This Page Sub Total(s) from Attached( ) Additional Pages	\$ 0.00 \$ 29;525.00	
Option B	a fixed price purchase option or% of the Total Purchase Price,	Total Purchase Price (Sum of total prices including installation/one-time charges)	\$ 29,525.00	
of the periodic Re	ice renewal option of% Intel Payment.  • CONDITIONS OF THE FOREGOING OPTIONS AND OTHER	Advance Rens \$ 922,66	Reptal Payment PMN15 7 24 8 \$922.66 PMN15 25-56 8 \$327.04	
	IVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.	Rental Payment Period Nonth Ly	Latest Commencement Date 09/30/97	
	PATUXENT WOODS DR BIA; MD 21046	Length of initial Term  56 months		
MS SCHEDULE SM W AND BETWEEN LE WITHER FROM LESSO F THIS SCHEDULE Y LESSOR OR ANY Y LESSOR OR ANY PO ALL CLAMS AND FORMED BY LESSO RIM, LESSEE WIND'S THERWISE THAT M	LL BE GOVERNED BY THE TERMS AND CONTITIONS OF THE MASTER FOUR DESE. AS LESSEE, AND LESSOR OR ATAT CAPITAL CORPORATION OR ANY A SALKY OF THIS SCHEDULE PLASUARY TO SUCH TERMS MID CONDITIONS (AS SPECIFIED BELLOW) AND LESSOR AGREES TO LEASE TO LESSE THE ASK MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PROR SCHED. MARRIANTES RELATING TO THE FOUR PROPERTY OF THE PLANTANS HEREU WARRAMTIES RELATING TO THE EQUIPMENT AND THAT IT ETHER HAS REVIE! A THAT IT MAY HAVE REGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CO. 33 ANY AND ALL NIGHTS AND REMEMBES CONTERRED UPON LESSEE BY Y LIGHT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT.	MENT LEASE AGREEMENT REFERENCED BY THE FFLIATE OR SUBSIDIARY THEREOF, AS LESSOR, MYNCH LESSEE, EXCHONLEGRES THAT IT HAS VICE REFERENCED EXUPMENT, IT IS UNDERSTOOM LES AND THAT ANY ASSIGNMENT OR THANSFER VICEL LESSEE REPRESENTS AND WARRANTS THE VICEL APPROVED AND RECEIVED A COPY OF THE A CONTACT SELLER FOR A CESCRIPTION OF SUCH RATICLE 2A OF THE UCO AND ANY RIGHTS NO! 1, THIS SCHEDULE OR ANY OTHER PLANDAMENTAL	LEASE MAMBER SPECIFIED ABOVE LAGREEMEN MID BY THE TERMS AND CONDITIONS SET FORT READ AND UNDERSTANDO, LESSEE AGREES T AND AGREED THAT THE TERMS AND CONDITION FURSUANT TO SECTION 23 OF THE AGREEMEN TIT SHALL LOOK ONLY TO THE SELETE FOR AN PPLICABLE PURCHASE DOCUMENTS OR HAS SEE SHITS, TO THE EXTENT PERMATTED BY APPLICABLE V OR HEREAFTER CONFERRED BY STATUTE O MARKEMENT (AS DEFINED IN THE AGREEMENT).	
Lesses X Lesses Armin S Print Harms a C C C C C C C C C C C C C C C C C C	CORP.  MULL H  WEE HASKEN, TRONSUM  1997	By: X Viale III. Oct. Leptor Authorized Signature  Link Au . Vau  Print Name and Title  9-32-97  Date	TION The Acot Alge	

ORIGINAL

The terms and conditions but forth below shall apply to Optic and B on the front of this Schedule; provided, however, that Lessee may select only one of the two above mentioned options. If Lessee selects Option A, the Tax Indemnity provision set forth below (Section 4) shall apply to this Schedule, if no selection is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings Captatized terms used in this Schedule that are not otherwise defined herein shall have he meanings ascribed to them in the Master Equipment Lease Agreement (Agreement) felinitied by the Lease Number specified on the front of this Schedule. References in this Schedule to Yotal Purchasa Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as adjusted pursuant to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shell prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule.

1. OPTION A-FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS. (a) If Option A has 1. OPTION A—FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS. (a) If Option A has been selected, no Event of Delaut exists, no event has occurred and is confinding that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an invocable written efection notice at least 90 days prior to the expiration of the Applicable Term (as delined in Section 3 below). Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than 30) of the Equipment at the end of the Applicable Term of the first Market Value (as defined below); or (ii) Lassee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Renetal Value (as defined below); provided, however, that the longoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lesses's business or financial condition since the Commencement Dato. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term and return the Equipment to Jessee in Secondarce with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Jessee the Secondarce with Section 16 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renow this Schedule, Lesse and Lessor shall enter not a supplement to this Schedule confirm the applicable Ferr Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Feir Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fells to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Feli Market Velue as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be distabled for successive 90 day, periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor in accordance with Section 18 of the Agreement or Lessor termstates this Schedule by 10 days' written notice to Lessor. If this Schedule is extended pursuant to the preceding service, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Agreement and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rentol Velue and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lesser, or, at Lesser's sole expense, by an independent appreciate selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lesses and an informed and willing lossor, neither under composition to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no composition to buyer an an informed and willing eatier under no compulsion to sell, in determining Fair Rental Value or Fair Market Value, the costs of remarking the Equipment form the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) if Lessee elects to purchase the Equipment and has completely lutilied the terms and conditions of the Agreement and this Section 1, then on the test day of the Agreement, Lessee shall be relieved or all terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved or all obligations under this Schedule; and (ii) Lessor shall transfer at or its interest in the Equipment to Lessee "A6 t3, WHERE IS," and without any wemantly, express or implied from Lessor, other than the absence of any items or claims by, through, or under Lessor.

any fiers or claims by, through, or under Lessor.

2. OPTION B.—FIXED PRICE PURCHAGE AND RENEWAL OPTIONS. (a) If Option B has been selected, no Event of petaut avists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Defautt, and Lesses delivers to Lessor an Interocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below), Lesses shall have the following fixed price prochess and renewal options: (i) Lesses may purchase altout not less than all) of the Equipment at the end of the Applicable Term for the amount specified in Option B on this front of this Schedule (Sale Price); or (ii) Lesses may renew this Schedule for Renewal Term of the less than 12 months at the periodic Renewal Payment amount specified in Option B on the tront of this Schedule or, if no such amount is specified, at Fair Rental Value (Renewal Rental Payment); provided, however, that the foregoing renewal option may not be exposed it Lessor reasonably defermines that there has been a material adverse change in Lesses's business or financial condition since the Commencement Date. It Lesses decides not to purchase the Equipment or renew this Schedule at the wid of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Scision 16 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lassee shall pay Lesser the Sale Price at less tid days prior to the expiration of the Applicable Term and shall make all other payments required incrounder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lesser shall enter into a supplement to this Schedule to confirm the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee at hall pay Lessor the Renewal Rental Payment on the same date each period that the Reneal Payment was due during the initial Term.

(c) If Lessee falls to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Sale Price as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentance, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the explication of the Applicable Term and at other provisions of the Agreement and this Schedule (including Lessee's purchase and reperval options) shall continue to apply.

(d) if Lasses elects to purchase the Equipment and has completely tutified the terms and conditions of the Agreement and this Section 2, then on the last day of the Applicable Term: (i) this Schedule shall ferminate and, except as provided in Section 25 of the Agreement, Lesses shall be relieved of ell obligations under this Schedule; and (ii) Lesses shall invader at 0 its interest in the Equipment to Lesses "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or chains by, through, or under Lessor.

any tens or carrie by, incogn, or under Lessor.

3. LESSOH'S RETURN. (a) Sipulated Loss Value, it Section 13 of the Agreement provides that Sipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Sipulated Loss Value of the Equipment shell equal the sum of (f) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rentel Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the titen existing form of this Schedule feeting the best of the Lossor and the Schedule feeting that the present value (computed as desorted above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the causalty value (determined as set forth below) of the Equipment; plus (iii) if Option B of this Schedule has been selected, the present value (computed as desorted above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the date of the Loss or Event of Default in question) of the purchase option amount set forth on the front of this Schedule. The casualty value of the Equipment shak be determined by multiphying the applicable Casualty Percentage (as specified below) by the Total Purchass Prices. Purchasa Price.

(b) Casually Percont universe of this Schedule the applicable Casually Percontage shall be (unless otherwise specifies uniform of this Schedule) 65% for a Term of the shall 56 months; 50% for a Term of 48 months; on the strain 48 months; and 50% for a Term of 48 months; or greater, but less than 40 months; or grouter, but less than 72 months; and 20% for a Term of 60 months; or grouter, but less than 72 months; and 20% for a Term of 60 months; or grouter, but less than 72 months; and 20% for a Term of 60 months; or grouter, but less than 72 months; and 20% for a Term of 60 months; or grouter, but less than 72 months; and 20% for a Term of 60 months; or grouter, but less than 72 months; and 20% for a Term of 60 months; or grouter, but less than 72 months; and 20% for a Term of 60 months; or grouter, but less than 12 months; and 20% for a Term of 60 months; or grouter, but less than 12 months; and 20% for a Term of 60 months; or grouter, but less than 60 months; and 20% for a Term of 60 months; or grouter, but less than 60 months; and 20% for a Term of 60 months; or grouter, but less than 60 months; and 20% for a Term of 60 months; or grouter, but less than 60 months; or grouter, but less than 60 months; and 20% for a Term of 60 months; or grouter, but less than 60 months; and 20% for a Term of 60 months; or grouter, but less than 12 months; and 20% for a Term of 60 72 months or greater.

4. TAX INDEMINITY. (a) If Option A has been selected, Lesser Intends to take accelerated cost recovery deductions (Rocovery Deductions) under sections 187(a) and 188(b) (1) of the Informat Roversiae Code of 1986, as amended (Code), and accelerated depreciation deductions under applicable state law Code of 1986, as amonded (Code), and accelerated depreciation deductions under applicable state law (Depreciation Deductions). Accordingly, Lessee makes the fotowing representations, warranties and covenants; (i) at the time Lessee accepts the Equipment justant to Section 3 of the Appeament, the Equipment will have been "placed in service" within the meaning of sections 167 and 168 of the Code; (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Doductions (with the exception of any items that are excluded by specific language on the front of this Schedule and endy increase in the Total Purchase Price that is attributable to any accrued Interest under a Financing Agreement); (ii) neither Lessee, ery of its affiliates, nor any of its successors, sublessees or assigns was is, or will become a tax-exempt entity described in section 188 (ii) (2) of the Code at any fitne during the Term of this Schedule or the five years proceding the Commencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns, take any action or latific lake any action or to such act or omission is otherwise required by the Agreement) that results in a loss, reduction, deferrat, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to or Depreciation Deductions are lost, reduced, deterred, recaptured or otherwise made unavoitable to Lessor (Tax Loss), Lessee shell, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shell be the amount necessary to provide Lessor with a Net Economic Return (as defined Section 4(c) below) equal to the Net Economic Return that Lessor would have realized if it had not surtained a Tax Loss. A Loss or damage to the Equipment will constitute a breach of this Section 4(s) if it doce not result in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of each periodic Rental Payment remaining to be paid during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, it changes are made to the Code (including changes in the corporate income tax roles) or any regulations promulgated thereunder that affect the federal income tax consequences to Lessor that were contemplated by Lessor when it dottermined the amount of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor at Net Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any demages required by Section 4(a) above and any adjustment required by Section 4(b) above shall be in the amount necessary to provide Lessor a net aftertax yield, net aftertax coch flow and net aftertax book earnings (Net Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the Lansaction contomblated by this Schould it is 1 to 90 or 19 or 10 or 1

(d) With respect to any damages or edjustments balculated by Lessor as set forth above (Calculation Amount), at the request and expense of Lessee, Lessor shall submit she assumptions and calculations underlying any such Calculation Amount to Lessor's Independent certified public occumiants for verification of the maintenance of Lessor's Net Economic Return. Such accountants' determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountants' determination of the adjusted amount that would so maintain such Net Economic Return) shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountants by Lessor conditives private, proprietary and conflicterial property of Lessor and that no person other than Lessor and such accountants shall be entitled access thereto.

s. SECURITY INTEREST. If Option A has been selected, Lessor and Lessee Intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a linancing statement to give public notice of Lessor's ownership of the Equipment, if such transaction is deemed by a court of competent jurisdiction to be a lease intended for security or if Option 8 has been selected, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (inclining insurance proceeds) therefrom as well as a security interest in any other equipment ilmanced pursuant to the Agreement) or any other systement proceeds (inclining insurance proceeds) therefrom as well as a security interest in any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor time necessary to perfect or protect Lessor's security interest in the Collateral. Lessor of Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Elessor of Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Elessor of Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Elessor of Lessor deems necessary to perfect or protect Lessor's agent its neturo sufficiency. Lessor or Lessor's agent

Lessor of Lessor's spent.

6. LEABING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of any additional equipment by sensing Lessor a purchase order or by contacting Lessor or the Seller by telephone or in writing, if the total cost of such additional equipment (Additional Equipment) is Twenty-Five Thousand Oblate or test and if Lessor agrees to lease such Additional Equipment to Lessee, Lessor will signify its agreement by preparing and sending to Lessee a writing (Additional Lease) desprising the Additional Equipment and specifying the amount and frequency of the Flential Payments, the Length of Initional Equipment and specifying the amount and frequency of the Flential Payments, the Length of Initional Lease, Lessies Additional Equipment and renewal options and such debut terms and conditions that apply to such lesse. Lessies Affected the Lessee within 10 DAYS AFTER THE DAYS OF THE ADDITIONAL LEASE SHALL BE DEFIMED TO HAVE (a) PRIVEY THE DAYS OF THE ADDITIONAL LEASE, SHALL BE DEFIMED TO HAVE (a) PREVIOUS ADDITIONAL LEASE, SHALL BE DEFIMED TO HAVE (a) PREVIOUS HEADDITIONAL LEASE, SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS ADDITIONAL LEASE, SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE. It Lesses objects in the manner and within the finefirms set forth above, the Additional Lease shall be reprohible for Within the Inditional Lease of the purchaser under the applicable Purchase Documents.

T, ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schodule and (b) any Purchase Documents (Including any purchase order issued by Lessor as Lessee's agent) religiting thereto. Except for the obligation to pay Seiter for the Equipment if (and only it) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remaig fable to Seiter to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred, if Seiter is not an addition of Lessor, Lessee shall obtain Seiter's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, as no additional fee or charge Safer will either (by grant Lessor any applicable iscense relating to the use of any additional fee or charge Safer will either (by grant Lessor any applicable iscense relating to the use of any additional fee or indicated of the Equipment and applicable License, subject to Seiter's throughment for (2) grant any subsequent indicates of the Equipment or (2) grant any subsequent indicates of the Equipment an applicable License, subject to Seiter's throughment feeds any subsequent indicates and the Equipment and applicable License, subject to Seiter's throughment feeds and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

3ge 31 of 99)

Account Manager Lucent Technologies Product Finance

2 Gatchall Drive Parsippany, NJ 07054 Telephone 973-606-3825 Facsimile 973-606-3701 E Mail christine\_walker@newcourt.com



March 31, 1999

**BBN** Corporation 10 Moulton Street Cambridge, MA 02138

Attn: Mr. Jim Borden

Subject: Master Equipment Lease Agreement # E212580; Schedule #00320

Dear Mr. Borden,

Thank you for choosing Lucent Technologies Product Finance, a unit of Newcourt Communications Finance Corporation for your financing needs.

We have received the final invoices from Lucent Technologies Inc. for the leased referenced above. The invoices reflect a change to the Total Purchase Price originally indicated on your Schedule.

The Total Purchase Price for Schedule #00320 has changed from \$684,121.63 to \$609,669.13, which is an decrease of \$ 74,452.50. Your monthly payment will be adjusted from \$11,760.05 to \$10,474.12. This amount does not include taxes.

Copies of the invoices have been included for your information and use.

Please acknowledge your acceptance where indicated below, and return this letter to my attention in the enclosed selfaddressed envelope.

If you have any questions, please feel free to contact me at the above telephone number.

Sincerely.

LESSEE ACCEPTANCE

Christine Walker

Enclosure

A Member of Newcourt Credit Group

1ge 30 of 99)

MAY-21-1999 15:47 FROM GTE INTERNETWORKING

TO 919736063701

P.02/02

Thrinine Walker Assemi Hunager Lucon Technologies Product Funcoa

> 2 Usbleh Brive Farsboony, XI 97034 Taleplana: 971-606-9701 Farsimie 971-606-9701 E Meil swallen/Aspeila.com



February 7, 1959

BBN Corp. 10 Moulien Street Cambridge, MA 02158 Augus Mr. Jun Berden

Re: Master Equipment Lease Agreement No. E212580 Scheckele No. 00320

Dear Mr. Borden,

Thank you for relecting AT&T Credit for your continues financing needs,

We have seviewed and approved your request to resultly the correct term of the shows informed less agreement and schedule (the "Lesse").

Specifically, the mittal loave term has been amended from 29 months to 60 months. This change will result in a change so your monthly payment as shown in the table below. This will be the only modification to the Leave; all of the other serms and conditions of the Leave; all of the other serms and conditions of the Leave; shall remain in full force and effect.

| Schoolule No. | District Price | Purchase Price | Purch

Please confirm your acceptance of this chabet by having this letter signed where indicated below, and by returning this letter so Mc Christing Walker at the address above. If we don not receive your written acknowledgement within 20 days from the date of this letter, the current term will not be changed.

If you should have any questions regarding this manner, please commer me at 973-606-3825.

Sincerely,

AGREED TO:

BEN Corp.

Christine Walker

By (Signature):

Print Nemer & Title:

Date: MAY 21, 19

Managen Business Anavus y

Co: D. Formule

P.02 TOTAL P.02

EISSENBURGEN



AT&T Credit

2 Gatehall Drive Paraippany, NJ 07054 Phone: 1 800 527-9876

01/08/98

BBN Corp ("Lessee") 10 Moulton Street Cambridge, MA, 02138 Attn: Jim Borden

Re:

Additional Lease of Equipment, Lease No. <u>B212580</u>, Schedule No. <u>00350</u>

Thank you for choosing AT&T Credit Corporation ("AT&T Credit") for your leasing needs.

This writing will serve as an "Additional Lease", as that term is defined in the Master Equipment Lease Agreement identified by the Lease Number specified above ("Agreement") between you, as lessee, and AT&T Credit Corporation, as lessor. Capitalized terms used in this writing that are not defined herein shall have the meanings ascribed to them in the Agreement.

#### Additional Lease

The items of equipment you have asked AT&T Credit to lease to you pursuant to this Additional Lease were selected by you from AT&T Corp. or a subsidiary thereof (the "Seller"), and consist of the following: <u>Definity G-III add on equipment</u> (collectively, "Additional Equipment").

Your monthly Rental Payment is \$393.11, plus all applicable taxes. All Rental Payments are payable on the dates specified in our invoice(s) to you.

The term of this Additional Lease shall be 51 months. The applicable end of lease option is the <u>Fair Market Value</u>, which option is more fully described in the Master Equipment Lease Agreement Schedule, Schedule No. <u>00170</u>, which incorporates by reference the Agreement.

At all times you will keep and use the Equipment only at <u>9780 Patuxent Woods Dr Columbia MD</u> <u>21046</u> ("Equipment Location").

Pursuant to the Agreement, if we do not receive your written objection to this Additional Lease within 10 days after the date of this Additional Lease, you will be deemed to have irrevocably accepted the Additional Equipment and agreed that, except as otherwise specified above, this Additional Lease shall be governed by all of the terms and conditions of the Agreement.

Sincerely,

John Pisciotto Account Manager (201) 606-3955

> d:\dpt\aftermk.nsd September 9, 1994

## Vaster Equipment Lease

Agreement Schedule



	of the state of th	Lucent Yechnologies
ESSEE: BBN CORPORATION	LESSOR: Newcourt Commu	nications Finance Corporation
150 CAMBRIDGEPARK DRIVE	2 Gatehail Drive, Parsippany,	NJ 07054
y/State/Zip CAMBRIDGE, MA 02140	Lease Humber E212580	Schedule Number 00520
ELLER: LUCENT TECHNOLOGIES INC		Total Price Including Installation/One-Time Charges
Description of Items to be Leased (the Equipment)	*	The second secon
Equipment subject hereto shall include the LUC and all other items of equipment, and all attail parts thereof, and a right to use license documentation, set forth in the attached copy(and the Seller or Supplier, consisting of 17 to such equipment order(s) as reflected in the This Schedule also includes the financing of Schedules: 00180, 00220, 00230, 00240, 00250, 00271, 00281, 00300, 00421, 00470 and 00510 and the equipment subject hereto to Schedules: 00010, 00030, 00060, 00070, 00090, 00140, 00281, 00300, 00310, 00330, 00340, 00360, 00370, 00390, 00381, 00300, 00310, 00330, 00340, 00360, 00370, 00390, 00381, 00300, 00310, 00330, 00340, 00360, 00370, 00390, 00381, 00300, 00310, 00330, 00340, 00360, 00370, 00390, 00381, 00300, 00310, 00330, 00340, 00360, 00370, 00390, 00380, 00370, 00390, 00380, 00370, 00390, 00380, 00370, 00390, 00380, 00370, 00390, 00380, 00370, 00390, 00380, 00370, 00390, 00380, 00370, 00390, 00380, 00370, 00390, 00380, 00370, 00390, 00380, 00370, 00390, 00380, 00370, 00390, 00380, 00370, 00390, 00380, 00380, 00370, 00390, 00380, 00380, 00370, 00390, 00380, 00380, 00370, 00380, 00380, 00370, 00390, 00380, 00380, 00370, 00380, 00380, 00380, 00370, 00380,	schments, alterations, and for any software related (s) of the equipment ordered (s), and all amendment invoice(s) of the Selle (s), and all amendment (s), and (s),	d additions thereto, and thereto and related rs(s) between the Lessee ts or supplements r or Supplier.  20, 00140, 00150, 00160, 00410,
and the second of the second o	emeritas en en entre de la companya	The second of th
Yes No	Total This Page	\$ 7 0.00
ption A	Sub Total(s) from Attached (17) Additional Pages	\$ 678, 231.91
ption B	Total Purchase Price (Sum of total prices including installation/one-time charges)	\$ 678, 231. 91
nd (ii) a fixed price renewal option of % the periodic Rental Payment.	Advance Rent	Rental Payment
HE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER POPTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.	\$ 72, 201.85 Rental Payment Period	\$ 72, 201, 85 Latest Commencement Date
pulpment Location	Monthly	10/30/98
O MOULTON ST 186 B ST AMBRIDGE, MA 02138 NEEDHAM, MA 02194	Length of Initial Term	
	60 months	t He had a second a s
IS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPM AND BETWEEN LESSEE. AS LESSEE. AND LESSOR OR NEMCOUNT CREDIT GROUP, INC. OR ANY AFFETRON AND SACK OF THIS SCHEDULE PURSUANT TO SUCH TERMS AND CONDITIONS ( WHICH LESSOR AS SPECIFIED BELOW) AND LESSOR AS REFERED LESSEE THE MOVE REFERED HEDWIN AND LESSOR AS SEED THE SCHEDULE WAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAY ASSIGNED SHALL NOT MATERIALLY CHANGE (ESSEES OBLIGATIONS HEREAUDED, APPROVED AND IN ATTITUDES FROM THE FOR AND THAY THE FROM THE STATE OF THE UNDER THE PURCHASE DOCUMENTS HAND MAY CONTACT SELER FOR A Y AND THAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELER FOR A Y AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ORDER THE SECONS RIGHTS AS DESCRIBED IN THE AGREEMENT. THIS SCHEDULE OR ANY OTHER PURCHASE CONFERRED WHO LESSEE BY ARTICLE 2A OF THE UCC AND ORDER THE SECONS RIGHTS AS DESCRIBED IN THE AGREEMENT. THIS SCHEDULE OR ANY OTHER PURCHASE CONFERRED WHO LESSEE BY ARTICLE 2A OF THE UCC AND ORDER THE DESCRIBED WHO LESSEE BY ARTICLE 2A OF THE UCC AND ORDER THE SECONS RIGHTS AS DESCRIBED IN THE AGREEMENT. THIS SCHEDULE OR ANY OTHER PURCHASE CONFERRED WHO LESSEE BY ARTICLE 2A OF THE UCC AND ORDER THE WAY AND A SCHEDULE OR ANY OTHER PURCHASES CONFERRED WHO LESSEE BY ARTICLE 2D OF THE UCC AND ORDER THE SECONS RIGHTS AS DESCRIBED IN THE AGREEMENT. THIS SCHEDULE OR ANY OTHER PURCHASES CONFERRED WHO THE AGREEMENT.	ENT LEASE AGREEMENT REPERIENCED BY THE LIFELATE OR SUBSIDIARY THEREOF, AS LESSOR, AND LESSES EXCHANGED FOR THAT IT HAS READ AND LINCED FOURMENT. IT IS UNDERSTOOD AND AGREEMENT OR TRANSFER PURSUANT TO SEEMIS AND WARRANTS THAT IT SHALL LOOK ON ECEIVED A COPY OF THE APPLICABLE PURCHASE ODESCRIPTION OF SUCH RIGHTS, TO THE EXTENT IN ANY RIGHTS NOW OR HEREATER CONFERRED IN THE AVAILABLE PURCHASE OF THE POTENT OF SUCH RIGHTS, TO THE EXTENT OF ANY RIGHTS NOW OR HEREATER CONFERRED IN THE AVAIDAMENTAL AGREEMENT (AS DEFINED IN THE AVAIDAMENT AGREEMENT (AS DEFINED IN THE AVAIDAMENT AGREEMENT A	EASE MUMBER SPECIFIED ABOVE (AGREEMENT) DBY THE TERMS AND CONDITIONS SET FORTH ON MODERSTANDS, LESSEE AGREES TO LEASE FROM RED THAY THE YERMS AND CONDITIONS OF THIS SECTION 23 OF THE AGREEMENT BY LESSOR OR YET THE SEELER FOR ANY AND ALL CLAIMS AND OCLIMENTS OR HAS BEEN INFORMED BY LESSOR PERMITTED BY APPLICABLE LAW, LESSEE WANNES BY STATUTE OR OTHERWISE THAT MAY LIMIT OR SHEEMENT).
BBN CORPORATION  Lessee Authorized Signature  BRUCE HASKIN  Print Name and Title  10 - 30 - 98	<u> </u>	TIONS FINANCE CORPORATION

#### MELATY - LTPF-CC05B 8/98

The terms and conditions set forth below shall app. Detions A and B on the front of this Schedule; provided, however, that Lessee may relect only one of the two aforementioned options. If Lessee selects Detion A, the Text Ledemnity provision are forth below (Section 4) shall apply to this Schedule. If no relection is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

provided, however, list Lessee tray reted only one of the two stormentioned opinions. If Lessee stocked. If no selection is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings sacribed to them in the Master Equipment Lesse Agreement (Agreement) Identified by the Lesse Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Peyment shall meen the catinates thereof specified on the front of this Schedule, the terms and conditions of this Schedule shall previsit over any conflicting or inconsistent terms and conditions of this Schedule shall previsit over any conflicting or inconsistent terms and conditions of this Schedule shall previsit over any conflicting or inconsistent terms and conditions of this Schedule shall previsit over any conflicting or inconsistent terms and conditions.

1. OPTION A - FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS. (a) If Option A has been selected, no Event of Default crists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lesses delivers to Lessor an incoverable written election notice at lessi 90 days prior to the explanation of the Applicable Term (as defined in Section 3 below), to (0) Lessee may purchase and renewal options: (7) Lessee may purchase all (but not less than ell) of the Equipment of the end of the Applicable Term as ferir Market Value (as defined flow and less than ell) of the Equipment of the end of the Applicable Term and results and the explanation of the Applicable Term (as defined below); or (0) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined show); provided, however, than the foregoing renewal option may only be exercised if Lessor reasonably determines that there has been a material adv

options) steat continues to appry.

(d) Fair Restal Value and Fair Market Value for the Equipment shall be determined by agreement of Leason and Leason, or, at Leason's sole as peace, by an independent appraiser relected by Loston. Fair Rental Value means the periodic arresum that would be payable for the Equipment in an arm's length transaction between an informed and willing leason and informed and willing leason and the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing beyer (other thin a used equipment dealer) under no computation to leason. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing abeyer (other thin a used equipment deeler) under no computation to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to sow location shall not be deducted from its value.

(e) If Leason elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (f) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Leason dall be relieved of all obligations under this Schedule; and (ii) Leason shall transfer all of its interest in the Equipment to Leason of call distinctions by, through, or under Leason.

2. OPTION B - FIXED PRICE PURCHASE AND RENEWAL OPTIONS. (a) if Option B has been selected, no Svoot of Default exists, no event has cocurred and is continuing that with notice or the larget.

WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any Reas or claims by, through, or under Lessor.

2. OPTION B - FIXED PRICE PURCHASE AND RENEWAL OPTIONS. (a) if Opdos B has been selected, no Event of Default exists, no event has occurred and is continuing that with notice of the laptic of time or both would constitute as Errar of Default, and Lessee delivers to Lessor as introvocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below), Lessee shall have the following fixed price purchase and recurred options: (i) Lessee may purchase all pound test than all) of the Equipment at the east of the Applicable Term for the amount specified on Page 1 of this Schedule (Sair Frice); or (i) Lessee may recew this Schedule (or a Renewal Term of not less than 12 months at the periodic Rental Payment amount specified in Opdon 8 or Page 1 of this Schedule or, in osuch amount is specified, at Fair Restal Valor (Renewal Restal Payment), provided, however, that the Renewal Schedule or, in osuch amount is specified, at Fair Restal Valor (Renewal Restal Payment), provided, however, that the Renewal Schedule or, in osuch amount is specified, at Fair Restal Valor (Renewal Restal Payment), provided, however, that the Renewal Schedule or the superior of the Lessor transcription of the Applicable Term. It is shall provide Lessor with introversible written renotice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor the Schedule. If Lessee elects to renow this Schedule, Lessee and Lessor shall enter the expiration of the Applicable Term and shall make all other payments required becaused during the Intail Term.

(d) If Lessee close to purchase the Requipment to Lessor in secondance with Schedule to confirm the Rength of the Applicable Renewal Term. Throughout the Renardal Term, Lessee shall see the previous of the Applicable Term thall be extended for successive 90 day p

(b) Cusually Percentage. For purposes of this Schodelo the applicable Casualty Percentage shall be (unless atherwise specified on Page 1 of this Schodule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 60 months; 50% for a Term of 72 months; and 20% for a Term of 72 months; 50% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months; 50% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months; 50% for a Term of 72 months; 50%

60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater.

4. TAX INDEMINITY. (a) If Option A has been selected, Lessor ratends to take accolerated con recovery deductions. (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as mended (Code), and accelerated depreciation deductions under applicable state isw (Depreciation Deductions). Accordingly, Lessoe makes the following representations, warranties and covenants; (1) at the time Lessoe accepts the Equipment pursuant to Section 3 of the-Agreement, the Equipment will have been "placed in service" within the meaning of sections 167 and 168 of the Code, (6) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Bedections (with the exception of any items that are excluded by specific language on Page 1 of 8th Schedule and any items any increase in the Total Purchase Price that is attributable to any accrused inferest under a Financing Agreement); (iii) neither Lessee, any of ite affiliates, nor any of its successors, subtensees or assigns them during the Term of this Schedule will Lessee (oc. any of its successors, tubicases or assigns) take any extino refail to take say sotion (whether or not such act or omission is otherwise required by the Agreement) that results in a loss, education, deferral, recupture or other newariability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, because of a breach of this Section 4(s), Recovery Deductions or Depreciation Deductions. If, because of a breach of this Section 4(s). Recovery Deductions or Depreciation Deductions in celestry to provide Lessor with a Net Denomine Return (as defined in Section 4(c) below) equal to the Net Economic Return that Center and the Section 11 of the-Agreement.

An) The The measure of such secretal Payment remaining to be paid during the Applicable 1 orm (as

Lessor would have realized it it had not suffered a Tax Loss. A Loss or damage to the Equipment with constitute a breach of this Section 4(a) if it does not result in the payment of the Lessor's Resum described in Section 13 of the-Agricance.

(b) The amount of each periodic Rental Payment remaining to be paid during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income tax rates) or any regulations promulgated thereunder that affect the federal sections tax consequences to Lessor that were contemplated by Lessor when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor a Not Economic Return social to the Net Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(c) above and any adjustment required by Section 4(b) above shall be in the amount accessary to provide Lessor a net after-tax yield, not after-tax cash flow and net after-tax book earlings (Net Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the transaction contemplated by this Sebedute if a Tax Loss or Tax Law Change (as applicable) the network assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Low Change (as explicitable) the face would fulfill all off its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Loss or Tax Change (as explicitable) and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment than in effect, e

seplicible) at issue. Without finiting the generality of the foregoing, it shall be tro-bestably presumed that all income of Lessor for my year is subject to use at the highest then applicable federal income tax rate generally applicable to comportions and that Lessor has sufficient texable throme to office all deductions arising heraunder.

(d) With respect to any damages or adjustments calculated by Lessor as an forth above (Calculation Amount, at the recovers and expense of Lessor, and any control of the rankers and calculations and expense of Lessor, and is accountants for verification of the rankersance of Lessor's Net Economic Return. Such accountants determination send calculations Amount does or does not maintain. Lessor's Net Economic Return. Such accountant extern that the Calculation Amount does not does not not adjusted amount that would so excitate such Net Economic Return. Such accountants and the case of the later, such accountant determination of the adjusted amount that would so excitate such Net Economic Return. Such accountant and the case of the later, such accountant determination of the adjusted amount that would so excitate such Net Economic Return. Such Lessor continues grivate, reportiers and amount that would so excitate and that no person other than Lessor continues grivate, reportiers and confidential property of Lessor and that no person other than the such accountant shall be exhibited accountant property of Lessor and the new property of Lessor than the property of Lessor and the new property of Lessor and the new property of Lessor and Lessor than the transcription described in this Schedule to be a loss intended for accountly of it of Opdan B has been determed and exception of the such accountant to give public notice of Lessor's ownership of the Zegophane. If reach turnsaction the Agreements of give public notice of Lessor's decrease and the Agreement and the property of a subject to the property of the such accountant sense and the such accountant to give a purpose of the such

Contract Contract

# Aaster Equipment Lease

reement Schedule



SSEE: BBN CORPORATION  150 CAMBRIDGEPARK DRIVE			LESSOR: Newcourt Comm	unications Finance Corporation
			2 Gatehall Drive, Parsippany, NJ 07054	
State / Zip	CAMBRIDGE, MA 02140		Louse Number E212580	Schedule Number 00550
LER:	LUCENT TECHNOLOGIES IN			Total Price Including Installation/One-Time Charges
	Description of Items to be L	eased (the Equipment)		
urchas he Ren he Les he Les quipme nd all ll par scumen nd the	ws the Equipment describe the Addition or renew to the Primary sor's Return with respect sor's Return with respect to the return with respect to the ritems of equipment to thereof, and a right to the set or Supplier, consequipment order(s) as requipment order(s) as requipment order(s) as requipment order(s).	this schedule Schedule; and to the Prima to this schedule; to this scheduce the LUC, and all attrouse license attached copy sisting of 5 possible.	for a Renewal Term of the (b) if Lessee is required by schedule, Lessee shall dule.  CENT MERLIN LEGEND ADD Contact achieves, alterations, a for any software related (s) of the equipment orduge(s), and all amendments.	e same length as ed to pay Lessor l pay Lessor N EQUIPMENT ad additions thereto, a d thereto and related lers(s) between the Less ts or supplements
<del>,</del>		Yes No	Total This Page	\$ 0.00
n A		(50 C)		1 2 0.00
e selects a	fair market value purchase		Sub Total(s) from Attached (5) Additional Pages	\$ 34,338.00
e selects a and a fair n Bs s selects (i	fair market value purchase rental value renewal option.  a fixed price purchase option or % of the Total Purchase I	Yes No	Sub Total(s) from Attached (5) Additional Pages Total Purchase Price (Sum of total prices including installation/one-time charges)	\$ 34,338.00 \$ 34,338.00
e selects a and a fair B	fair market value purchase rental value renewal option.  ) a fixed price purchase option or % of the Total Purchase Fice renewal option of % ental Payment.	Yes No	Attached (5) Additional Pages  Total Purchase Price (Sum of total prices including installation/one-time charges)  Advance Rent	\$ 34,338.00 \$ 34,338.00 Rental Payment
e selects a and a fair is selects (i or \$ a fixed properiodic Ri ERMS AN	fair market value purchase rental value renewal option.  a fixed price purchase option or% of the Total Purchase I ice renewal option of %	Yes No X	Attached (\$ ) Additional Pages  Total Purchase Price (Sum of total prices including installation/one-time charges)  Advance Rent \$ 0.00	\$ 34,338.00 \$ 34,338.00 Rental Payment 885.04
e selects a and a fair a selects (i er \$ a fixed pr periodic R ERMS ANITANT PRO	fair market value purchase rental value renewal option.  ) a fixed price purchase option or % of the Total Purchase Fice renewal option of % ental Payment.  D CONDITIONS OF THE FOREGOING OWISIONS ARE SET FORTH ON THE BACK	Yes No X	Attached (5) Additional Pages  Total Purchase Price (Sum of total prices including installation/one-time charges)  Advance Rent	\$ 34,338.00 \$ 34,338.00 Rental Payment
e selects a and a fair a B	fair market value purchase rental value renewal option.  ) a fixed price purchase option  or % of the Total Purchase I ice renewal option of % ental Payment.  D CONDITIONS OF THE FOREGOING OVISIONS ARE SET FORTH ON THE BACK	Yes No X	Attached (\$ ) Additional Pages  Total Purchase Price (Sum of total prices including installation/one-time charges)  Advance Rent \$ 0.00  Rental Payment Period	\$ 34,338.00 \$ 34,338.00 Rental Payment 885.04 Latest Commencement Date
e selects a and a fair n B	fair market value purchase rental value renewal option.  ) a fixed price purchase option or % of the Total Purchase Fice renewal option of % ental Payment.  D CONDITIONS OF THE FOREGOING OWISIONS ARE SET FORTH ON THE BACK	Yes No X	Attached (S) Additional Pages  Total Purchase Price (Sum of total prices including installation/one-time charges)  Advance Rent \$ 0.00  Rental Payment Period Monthly	\$ 34,338.00 \$ 34,338.00  Rental Payment

#### MELAIV - LTPF-CCOSB 8/98

The terrus and conditions set forth below shall app. Options A and B on the front of this Schedule; vided, however, that Lessee may select only one of the two afternomicned options. If Lessee selects tion A, the Tex Indemnity provision set forth below (Section 4) shall apply so this Schedute. If no ection is indicated on the from of this Schedule, Lessee shall be deemed to have selected Option A.

Option A, the Tax indexamily provision set forth below (Section 4) shall apply to this Schodule. If no election is indicated on the front of this Schodule, Lesses shall be decread to have selected Option A. Captalized terms used in this Schodule, Lesses shall be decread to have selected Option A. Captalized terms used in this Schodule, Lesses shall be decread to have selected Option A. Captalized terms used in this Schodule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement (Agreement) identified by the Casse Number specified on the front of this Schodule, as adjusted pursuant to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schodule, the terms and conditions of this Schodule shall prevail over any condition on the option of this Schodule, the terms and conditions of this Schodule shall prevail over any condition on the constitution and this Schodule.

1. OPTION A - PAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS. (a) If Option A has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written selection movies at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessoe that have the following purchases and renewal options: (i) Lessoe may renew this Schodule for a Renewal Term of not less than 10 affects the substance of the Equipment as the end of the Applicable Term at fair Market Value (as defined below); or (ii) Lessoe may renew this Schodule for a Renewal Term of not less than 12 months to be agreed below; or (ii) Lessoe may renew this Schodule for a Renewal Term of not less than 12 months to be agreed below; or (ii) Lessoe may renew this Schodule as the end of the Applicable Term at a material advisor of the Applicable Term and all officers of the Equipment or renew this Schodule and the end of the

the Agreement, the-Applitable Term statl be extended for successive to vay persons announcement and Exploration to Lesson in socionaron with Section 18 of the Agreement or Lesson terminates this Schedule by 10 days' written notice to Lesson. If this Schodule is extended pursuant to the proceding sentence, Lesson and the provisions of the Agreement and did Schedule (including Lessor's part-hase and renowal proposal) shall condition to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lesson and Lesson, at Lesson's old captured to the Equipment in an arm's length transaction between an inflormed and willing lesson and lesson and the paid for the Equipment in an arm's length transaction between an inflormed and willing select render no computation to sell, in determining fair Restal Value on the Pair Market Value, the coate of creaturing the Equipment from the Equipment Continual and the pair of the Agreement and this Section is value.

(a) If Lesson detects to preschare the Equipment and has completely fallfilled the terms and conditions of the Agreement, Lesson shall be relieved of all obligations where the pairs of the Agreement, Lesson shall be relieved of all obligations where the pairs of the Agreement, Lesson shall be relieved of all obligations where the pairs of the Agreement, Lesson shall be relieved of all obligations where the substance of the Agreement is appealed to seek the pairs of the Agreement and the schedule of the Agreement and the schedule of the Agreement of the Agreement is paired to the Agreement of the Agreement of the Agree

(b) Cornally Percentage. For purposes of this Schedule the applicable Casasity Percentage shall be (unless otherwise specified on Page 1 of this Schedule) 65% for a Term of Jest than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72

60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater.

4. TAX INDEMINITY. (a) If Option A has been selected, Lessor intends to take secelerated contrecovery deductions (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as ancended (Code), and accelerated depreciation deductions under applicable state taw (Ocpreciation Deductions). Accordingly, Lessor makes the following representations, warranties and coverants; (i) at the time Lessoe secepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "pixed in service" within the meaning of accelorated 168 of the Code, (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception any items that are excluded by specific Imputage on Page 1 of this Schedule and any increase in the Total Purchase Price that is stiributable to any accrued interest under a Financing Agreement); (iii) neither Lessee, any of its affiliates, nor any of its successors, sublessees are assigns was, ir, or will become a tax-excempt entity described in section 168 (b) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commiscentent Date; and (iv) at no time during the Term of this Schedule or the five years preceding the Commiscentent Date; and (iv) at no time during the Term of this Schedule will Lessee (oc.any of its successors, sublessees or assigns) take any action or fall to take any action Deductions. If, because of a mission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recepture or other unsveilability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, because of a breach of this Socialo 4(a), Recovery Deductions or Oppreciation Deductions. If, because of a breach of this Socialo 4(a), Recovery Deductions or Oppreciation Deductions. If, because of the promotive feature of the Agreement As Section 13 of the Agreement

constitute a breach of this Section (4g. It is does not result in the payment of the Lessor's Return described in Section 13 of the Applicable Term (as Payment remaining to be paid during the Applicable Term (as previously adjusted gursuest to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income tax rates) or any acgulations promulgated thereunder that affect the federal income tax consequences to Lessor that were contemplated by Lessor when it determined the senound of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor a Net Economic Return equal to the Net Economic Return equal to the Net Economic Return expert would have realized if no Tax Law Change had occurred.

(c) Any dumages required by Section 4(s) above and any adjustment required by Section 4(b) above shall be in the annuant necessary to provide Lessor a net after-tax yield, not after-tax cash flow and not after-tax hook camings (Net Economic Return) equal to the Net Economic Return expert would have realized with respect to the transaction contemplated by this Schodule I's Tax Laxs or Tax Law Change (as applicable) had not control, assuming Lesse would fulful all of its obligations hereunder, and shall be based upon the same assumptions and pricing analytis used by Lessor in determining the amount of the periodic Rental Payment thest is effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) at laws. Without limiting the generality of the foregoing, it shall be irreducably presumed that all incorne of Lessor for any year is subject to tax at the highest then applicable federal incorne to rate generality applicable to corporations and that Lessor has sufficient texable income to offset all deductions statist between

applicable) at lauxe. Without limiting the generality of the foregoing, its shift be irrebutably presumed that all income of Lease of on any sers instigent to us at the highest then applicable federal income as more generally applicable to corporations and that Leasor has eufficient transitie income to offset all deductions arising hereusders.

(d) With respect textury demages or adjustments calculated by Leasor as act forth above (Calculation Amount, at the respect of the control of the maintenance of Leasor's had become for a decomentation of the suspension and calculations of the maintenance of Leasor's had Economic Return's quad, in the case of the inter-such accountant determination of the adjusted amount that evolute to maintain the Calculation Amount determination of the adjusted amount that evolute to maintain the Calculation Amount determination determination of the adjusted amount that evolute to maintain the Calculation Amount determination provided to such accountants that the calculation of the subject of the adjusted amount that evolute to maintain the provided property of Leasor and Leasor and accountants by Leasor considerable that the termination access shoreto.

3. SECURITY INTEREST. If Option A has been selected, Leasor and Leasor intend the canculation of the schedule to be a true lease, and Leasor that Cleasor intend the canculation of the schedule of the access through the carries of the properties of the Equipment. If such transaction, described in this Schedule to be a true lease, and Leasor through the transaction, described in this Schedule to be a true lease, and Leasor through the first transaction described in the schedule of the schedul

Schaumbing

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IELAV LTPF-CCO58 8-98

# Master Equipment Lease



150 CAMBRIDGEPARK DRIVE  2 Gatehall Drive, Parsippany, NJ 07054    South Name   Sou	.ESSEE:	BBN CORPORATION	LESSOR: Newcourt Commu	nications Finance Corporation
CAMBRIDGE, MA 02140  E212580  O0600  Total Price Including Installatory Construction of Items to be Leased (the Equipment)  This Schedule describes a coterminous addition (Addition) to the equipment described in Schedule Number 00020 (Primary Schedule). Accordingly, (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee shall, as applicable, purchase of Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this schedule. Required subject hereto shall include the LUCRNT INTUITY NETWORKING and all other items of equipment, and all attachments, alterations, and additions thereto, all parts thereof, and a right to use license for any software related thereto and related documentation, set forth in the attached copy(a) of the equipment order(s) structured and the Seller or Supplier, consisting of 2 page(s), and all amendments or supplements to such equipment order(s) as reflected in the invoice(s) of the Seller or Supplier.  It Tax of § 2525.45 is included in the Total Purchase Price.  On Seller of Supplier, consisting of 2 page(s), and all amendments or supplements or defined and seller or Supplier.  It Tax of § 2525.45 is included in the Total Purchase Price (Sum of total purchase Price) and seller or Supplier.  It Tax of § 2525.45 is included in the Total Purchase Price (Sum of total purchase Price) and seller or Supplier.  It Tax of § 2525.45 is included in the Total Purchase Price (Sum of total purchase Price) and seller or Supplier.  It Tax of § 2525.45 is included in the Total Purchase Price (Sum of total purchase Price) and seller or Supplier (Sum of total purchase Price) and seller or Supplier (Sum of total purchase Price) and seller or Supplier (Sum of total purchase)	aldress	150 CAMBRIDGEPARK DRIVE	2 Gatehall Drive, Parsippany,	
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Poption A	the Les the Les Equipme and all all par documen and the	sor's Return with respect to the Prims sor's Return with respect to this schent subject hereto shall include the Litother items of equipment, and all atts thereof, and a right to use license tation, set forth in the attached copy Seller or Supplier, consisting of 2 pequipment order(s) as reflected in the	ary schedule, Lessee shaledule.  JCENT INTUITY NETWORKING  Lachments, alterations, as  for any software relate  y(s) of the equipment ord  page(s), and all amendment  ne invoice(s) of the Sell	l pay Lessor  nd additions thereto, a  d thereto and related ers(s) between the Less ts or supplements
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	Lessee Au	thorized Signature  HASKIN		

#### MELATY - LTPF-CC05B 8/98

The terms and conditions set forth below shall app. — Jotions A and B on the front of this Schedule; provided, however, that Lessee any select only one of the two eforementioned options. If Lessee solects Option A, the Tax Indemnity provision set forth below (Section 4) shall apply to this Schedule. If no election is indicated on the form of this Schedule, Lessee shall be deemed to have affected Option A. Capitalized terms used in this Schedule that are not otherwise defined better shall have the meanings ascribed to them in the Master Equipment Lesse Agreement (Agreement) identified by the Lesse Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rentel Payment shall mean the estimates thereof specified on the front of this Schedule, as adjusted pursuent to Section 7 of the Agreement. Wife respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereon carrood into pieto to the execution of this Schedule.

[1. OPTION A - FAIR MARKET VALUE FURCHASE AND RENEWAL OPTIONS. (a) If

Agreement and/or say any-amments shoreto entered into prior to the execution of this Schedule.

Option A - FAJR MARKET VALUE FURCHASE AND RENEWAL OPTIONS. (a) If Option A has been selected, on Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lesson delivers to Lesson an invocable written election notice as least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessoe shall have the following purchase and renewal options: (i) Lessoe may purchase all (out not less than 12 months to be agreed upon by Lessoe and Lessoe shall have the following purchase and renewal options: (ii) Lessoe may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessoes and Lessoe an Fair Rental Value (as defined below); provided, however, that the foregoing resewal option may on the exercised if Lessor reasonably determines that there has been a material adverse change in Lessoe business or financial condition since the Commencemen Date. If Lessoe decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, is shall provide Lesson with intereocable written notice thereof as least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessoe in accordance with Section 18 of the Applicable Term, is shall provide Lesson than the designment of the Applicable Term and return the Equipment to Lessor in accordance with Schodule 18 of the Applicable Term and return the Equipment to Lessor in the Applicable Term and return the Equipment to Lessor with the Rental Payment was due during the rentaling Term capital of this Schodule. If Lessoe elects to renew this Schodule, Lessoe and Lessor shall enter into a supplement to this Schodule to confirm the applicable Pair Rental Value and the length of the Applicable Term and fall of the Payment to the Schodule to the Fair Rental Value on the same date each period tha

(d) Felt Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Leaser and Leasee, or, at Leasee's sole expense, by an independent appraiser selected by Leaser. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between at informed and willing leases and an informed and willing leaser, actiture under computation to lease. Pair Merket Value means the total price that would be payable for the Equipment in an arm's length transaction between an informed and willing leaser and the state of t

or elabris by, through, or under Lesor.

OPTIONS : FIXED FRICE PURCHASE AND RENEWAL OPTIONS. (a) If Option B has been addreded, no fivest of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lestor as irreveable written election notice at least 90 days prior to the expiration of the Applicable Term (as default is Section 3 below), Lessee shall have the following fixed price purchase and renewal options: (i) Lessee may purchase all Out not less than all) of the Equipment at the end of the Applicable Term for the amount specified on Page 1 of this Schedule (Sale Friese) or (ii) Lessee may benew this Schedule for a Renewal Term of not less than 12 menths at the periodid Rental Express amount specified in Option B on Page 1 of this Schedule for, if no such amount is specified, as fest Rental Valve (Renewal Reneal Psyment); provided, bowere, that the freegoing tenseral option may not be exercised if Lessor restouchly determines that there has been a material adverte change in Lessor's business or financial condition state the Commencement Date. If Lessee focides not to procleme the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irreverable writter notice thereof at less 9 days prior to the expiration of the Applicable Term and return the Engipment to Lessor in secondance with Section 18 of the Applicable Term, it shall provide Lessor with irreverable writter notice the Applicable at the end of the Applicable Term, in the Applicable Term and the supplication of the Applicable Term ient shall nake all other payments required horounder during the rentaling Term of this Schedule. If Lessoe decit to renow this Schedule, Lessee and Lessor shall orner into a supplement to this Schedule to confirm the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee that by purchase the Renewal Term, and adverted the provided Lessor. If this Schedule is c

optional shall continue to apply.

(d) If Leasus elects to purchase the Equipment and him completely fulfilled the terms and canditious of the Agreement and this Section 2, them on the last day of the Agriculture (i) this Schedule shall sensitive and, except as provided in Section 25 of the Agreement, Leasus shall be relieved of all obligations under this Section(2, and (ii) Leasor shall statisfie all of its interest in the Equipment to Leasor "AS 15, WHERE IS," and without any-warranty, express or implied from Leasor, other than the absence of any lices or claims by, through, or under Leasor.

3. LESSOR'S RETURN. (a) Supulated Leas Folur. If Section (3 of the Agreement provider that Stigated Leas Value of the Equipment shall equal the sum of (i) an amount excludated by Leasor that is the present value (discounted as 3% per antona compounded mensibly of all Remail Payments from the date of the Loas or Event of Default, in question to the originally anticipated date of expiration of the then existing term of this Schedule has been selected, the present value (computed a described above and calculated by Leasor as of the date of the Equipment plus (ii) if Option A of the Schedule has been selected, the present value (computed a described above and calculated by Leasor as of the date of the Loas or Event of Default in question) of the Equipment plus (iii) if Option B of this Schedule has been selected, the present value (computed above and calculated by Leasor as of the date of the Loas or Event of Default in question) of the purchase option amount set forth on Pega 1 of this Schedule. The carmainy value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price.

- (b) Casualty Percentage. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on Page 1 of this Schedule) 65% for a Term of Icss than 36 months: 50% for a Term of Jamontha or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72
- Term of 16 months or greater, but less than 4s months 40% for a term of 45 months; 30% for a Term of 60 months; 30% for a Term of 60 months; 30% for a Term of 60 months; 30% for a Term of 72 months or greater.

  4. TAX INDEMNTY. (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under socioos 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as unended (Code), and accelerated depreciation deductions under applicable state law (Depreciation Deductions). Accordingly, Lessoe tracks the following representations, warranties and coverants; (i) at the time Lessoe accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in sector's which the meaning of sections 167 and 186 of the Code; (ii) the Total Purchase Price shall quality for Récovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on Page 1 of the Schedule and any increase in the Total Purchase Price shall quality for Récovery Deductions and Depreciation Deductions (with the exception of sup items that are excluded by specific language on Page 1 of the Schedule and any increase in the Total Purchase Price shall assistant sources on the Schedule and any increase in the Total exchange the section 168 (ii) (1) (2) of the Code at any time during the Term of file Schedule or the two years preceding the Commencement Date; and (iv) at no time during the Term of file Schedule or the two years preceding the Commencement Date; and (iv) at no time during the Term of file Schedule or the two years preceding the Commencement Date; and (iv) at no time during the Term of file Schedule will Lessee (or any part of the Recovery Deductions or Depreciation Deductions. If, because of a sureach of this Section 46, Recovery Deductions or Depreciation Deductions. If, because of provide recognined or otherwise required by the Agreement; that results in a loss, Lessor and the Recovery Deductions or Depreciati

constitute a breach of this Section 4(a) IT's does not result in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of each periodic Reptal Payment remaining to be paid during the Applicable Term (as "periodically adjusted persuant to this Section 4(b) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income tax rates) or any regulations promulgated threewords that affect the federal income tax consequences to Lessor that were contemplated by Lessor when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The net effect any adjustment under this Section 4(b) shall be to provide Lessor a Not Geosonic Return equal to the Not Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(a) showe and any adjustment required by Socioto 4(b) showe shall be in the amount accessary to provide Lessor a set after-tax yield, not after-tax cosh flow and not after-tax book samings (Net Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the tenanction contamplated by this Sebedule II a Tax Loss or Tax Law Change (as applicable) had not occurred, assumings Lessee would faitful all of its obligations brevender, and shall be hased upon the same assumptions and princing mathysis used by Lessor to determining the amount of the periodic Revuel Payment due in offect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) that shall be incomed to the provided Revuel Payment due in offect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) to expect to the federal income tax rate generally applicable to corporations and the foregoing, it ability to shall be increasably presumed that all income of Lessor for any year is subject to tax at the highent then applicable federal income tax rate generally applic

- applicable) at issue. Without limiting the generality of the foregoing, is shall be irrebutably presumed that all income of Leaven for any year is subject to at as the highest then applicable federal income are mre generally applicable to corporations and that Leaven has sufficient teached income to office all deductions afring hereunder.

  (d) With respect transp damages or adjustments calculated by Leaven as set forth above (Calculation Amount, at the request and expense of Leaven, Leaver shall submit the assumptions and calculations underlying any such Calculation Amount does or does not maintain. Leaver's Net Economic Return (and, in the case of the later, such accountant deductmentation of the adjusted amount hat would so maintain such Net Calculation Amount does or does not maintain. Leaver's Net Economic Return (and, in the case of the later, such accountant determination of the deglined amount hat would so maintain such Net Geomanifer Return) shall be binding upon Leaver and Leave. Leaves agrees that any information provided to such accountants the Calculation of the case of the adjusted amount hat would so maintain such Net Geomanifer Return shall be binding upon Leaver and Leave. Leave agrees that any information provided to such accountants that the case of the case and the continuence of the Leaver and their operation other than Leaver and such accountants shall be entitled access thereto.

  S. ESCURITY INTEREST. If Option A has been selected. Leaver and Leave intend the transaction described in this Schedule to be a true leave, and Leaver hereby authorize Leaver for the financing statements upon Leaver and performance of Leaver's obligations under the Agreement and flist Schedule. Leaver grant Leaver and performance of Leaver's obligations under the Agreement and flist Schedule. Leaver grant Leaver and performance of Leaver's obligations under the Agreement and flist Schedule. Leaver grant Leaver and the subject to Leaver and subject to the Collisteral.

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ASTER EQUIPMENT LEASE AGREEMENT S			·····	Lucent Technologies
BEE: BBN CORPORATION	LE		OURT COMM	IUNICATIONS FINANCE
ldress:	Ad	dress: 2 Gateha	ll Drive	
0 Cambridge Park Drive	ļ	Parsippany, NJ 07054		
ly, State, Zip				Schedule Number:
mbridge, MA 02140	E2	E212580 00		00640
LLER: ICENT TECHNOLOGIES INC.				
is Schedule describes a coterminous add-on (Addition) to the Equipment renews the Equipment described in the Primary Schedule, Lessee shall the Renewal Term of the Primary Schedule; and (b) if Lessee is require ssor's Return with respect to this Schedule.  I cent Definity G3I Addon Equipment and other related items, if any related documentation, all as may be more particularly des	nt described , as applical ed to pay Le including a	ble, purchase the Add ssor the Lessor's Retu ny attachments, alti	ber 00170 (Primary ition or renew this 5 m with respect to the erations, and addi	Schedule for a Renewal Term of the same leng ne Primary Schedule, Lessee shall pay Lessor th
Yes	No			Total Price Including
tion A		Total This	Page	Installation/One-Time Charges
see selects a fair market value purchase option and a fair rental ue renewal option.			•	\$73,127.50
tion B		Sub Total(s) From	n Attached tional Pages	
)		Total Purchas (Sum of total pric installation/one-t	es including	\$73,127.50
TERMS AND CONDITIONS OF THE FOREGOING FIONS AND OTHER IMPORTANT PROVISIONS ARE SET RTH ON THE BACK OF THIS SCHEDULE.		Advance Rent \$2,466.29	Rental Payment Period: Monthly	Rental Payment: \$2,466.29
		Latest Commen 09/30/1999	cement Date	
uipment Location: 80 Patuxent, Columbia, MD 21046		Length of Initia 32 months	Tem	
I SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIP SEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THE H TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDER PRENCED EQUIPMENT, IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS. INSPER PURSUANT TO SECTION 13 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL IN THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AN INMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND AL CRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS	REOF, AS LESSE  RETANDS), LESSE  OF THIS SCHEDE  ROT MATERIALL  ID THAT IT EITH  CONTACT SELL  NY RIGHTS NOW	dr, and by the terms and ee agrees to lease from i le may be different from y change lessee's oblion eer has reviewed, affrovi eer for a description of si v or hereafter conferrib	CONDITIONS SET FORTH C LESSOR (AS SPECIFIED BEI A THE TERMS AND CONDIT TIONS HEREUNDER. LESSE ED AND RECEIVED A COPY UCH RIGHTS. TO THE EXT	IN THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO OWN AND LESSOR AGREES TO LESSE TO LESSEE THE ABOVE HONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR SE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN ENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY
ESSEE: BBN CORPORATION	L		OURT COMMU	NICATIONS FINANCE
y: x Lessee Authorized Signature	В	y: x Lessor A	MULL uthorized Signat	ure
Print Name & Title	_ <u>m</u> s/		NE WACKE me & Title	
Nan 2 1929		· <u></u>	//-	-22-95
Date	-	Date		

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'ASTER EQUIPMENT LEASE AGREEMENT	SCHEDU	LE		turant and	
SEE: BBN CORPORATION		sor: NEWC		Lucent Technologies  1UNICATIONS FINANCE	
ddress:	Add	CORPORATION Address: 2 Gatehall Drive			
50 Cambridge Park Drive	,	Parsippany, NJ 07054			
ty, State, Zip	Leas	e Number:		Schedule Number:	
embridge, MA 02140	E213	2580		00690	
ELLER:					
UCENT TECHNOLOGIES INC.  Description	on of Home to l	oc Leased (the Equi	oment)		
is Schedule describes a coterminous add-on (Addition) to the Equipm renews the Equipment described in the Primary Schedule, Lessee she the Renewal Term of the Primary Schedule; and (b) if Lessee is requissor's Return with respect to this Schedule.  Icent Definity G3r Addon Equipment and other related items and any related documentation, all as may be more particularly defined.	nent described in all, as applicable ired to pay Less including an	in the Schedule Number, purchase the Addisor the Lessor's Return attachments, all	nber <u>00320</u> (Primary lition or renew this S urn with respect to the lerations, and addi	Schedule for a Renewal Term of the same length to Primary Schedule, Lessee shall pay Lessor the	
Yes 🖂	N₀ □	Total Thi	s Pagc	Total Price Including Installation/One-Time Charges	
ssee selects a fair market value purchase option and a fair rental lue renewal option.				\$335,336.10	
ssee selects (i) a fixed price purchase option either \$ or % of the Total Purchase Price, and (ii) a seed price renewal option of % of the period Rental Payment.		Sub Total(s) From	n Attached itional Pages		
		Total Purcha (Sum of total pric installation/one-t	es including	\$335,336.10	
IE TERMS AND CONDITIONS OF THE FOREGOING TIONS AND OTHER IMPORTANT PROVISIONS ARE SET RTH ON THE BACK OF THIS SCHEDULE.	:	Advance Rent \$8,137.81	Rental Payment Period: Monthly	Rental Payment: \$8,137.81	
		Latest Commen 09/30/1999			
uipment Location: Sylvan Rd, Waltham, MA 02254		Length of Initia 46 months	l Term		
S SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUING SEEL AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY TO THE TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UND ERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITION.  INSPER PURSUANT TO SECTION 13 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT ADDRIED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAD ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND COLLEGE IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (A	HEREOF, AS LESSOR, ERSTANDS), LESSEE S OF THIS SCHEDULI NOT MATERIALLY UND THAT IT EITHER LY CONTACT SELLER ANY RIGHTS NOW O	And by the terms and agrees to lease from e may be different froi change lessee's obliga i has reviewed, approv i for a description of s r hereafter conferre!	CONDITIONS SET FORTH O LESSOR (AS SPECIFIED BELL M THE TERMS AND CONDITI TIONS HEREUNDER. LESSE ED AND RECEIVED A COPY UCH RIGHTS. TO THE EXTI	N THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO OW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE ONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR E REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN ENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY	
ESSEE: BBN CORPORATION	LE:		OURT COMMUN	UCATIONS FINANCE	
y: x Lessee Authorized Signature	Ву:		utyorized Signatu	Wal I I	
Mlian W. Wilson - mge Print Name & Title	Fluence	Print Na	fold Oinco me & Title	1 / (	
November 2, 1999		<u> </u>		2/14/03	

<b>IASTER EQUIPMENT LEASE AGREEMENTS</b>	SCHEDU	LE		Lucent Technologies
BEE: BBN CORPORATION	LES		OURT COMM	UNICATIONS FINANCE
ddress:	Add	ress: 2 Gateha		
50 Cambridge Park Drive		Parsippany, NJ 07054		
ity, State, Zip ambridge, MA 02140	Leas E217	e Number: 2580	· · · · · · · · · · · · · · · · · · ·	Schedule Number: 90710
ELLER: UCENT TECHNOLOGIES INC.				
Description his Schedule describes a coterminous add-on (Addition) to the Equipment renews the Equipment described in the Primary Schedule, Lessec shall the Renewal Term of the Primary Schedule; and (b) if Lessee is require assor's Return with respect to this Schedule.  Here Definity G3r Addon Equipment and other related items, and any related documentation, all as may be more particularly described.	nt described i l, as applicabled to pay Less including an	e, purchase the Add for the Lessor's Retu y attachments, alt	nber 00520 (Primary lition or renew this S orn with respect to the erations, and additionable and additions).	chedule for a Renewal Term of the same length e Primary Schedule, Lessee shall pay Lessor the
Yes	No			Total Price Including
ption A		Total This	s Page	Installation/One-Time Charges \$314,771.15
ption B		Sub Total(s) Fron	n Attached itional Pages	
		Total Purchas (Sum of total pric installation/one-t	es including	\$314,771.15
LETERMS AND CONDITIONS OF THE POREGOING PTIONS AND OTHER IMPORTANT PROVISIONS ARE SET INTH ON THE BACK OF THIS SCHEDULE.		Advance Rent \$7,355.64	Rental Payment Period: Monthly	Rental Payment: \$7,355.64
		Latest Commen 09/30/1999	cement Date	
uipment Location: Moulton, Cambridge, MA 02140		Length of Initia 48 months	l Term	
IS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPI- ISEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEI THE TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTRENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF MASTER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL IN THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND ORAGED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY OF DIALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND AN ICRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER PUNDAMENTAL AGREEMENT (AS I	REOF, AS LESSOR, STANDS), LESSEE OF THIS SCHEDULE OT MATERIALLY ( D THAT IT EITHER CONTACT SELLER IV RUGHTS NOW O	and by the terms and agrees to lease from i may be different from thange lessees obligation has reviewed. Approvi for a description of si r hereafter conferrei	Conditions set forth on Lessor (A3 specified belg 4 the terms and condition Tions hereunder. Lessee Ed and received a copy o UCH rights , to the exte	THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO WY AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE INS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY OF THE APPLICABLE FURCHASE DOCUMENTS OR HAS BEEN NT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY
ESSEE: BBN CORPORATION		SOR: NEWCO	OURT COMMUN	ICATIONS FINANCE
14: x William W Wilson	Ву:		An bo	w
Lessee Authorized Signature    William Wilson   Five see w   Print Name & Title	<b>%</b> C	Ø.	uth frized Signatu	moon of Jegalien Bo
November 2, 1999 Date	<del></del>	Data	21	2/12/
1 Date		Date		

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LASTER EQUIPMENT LEASE AGREEMENT	SCHE	DULE		Lucent Technologies	
SEE: BBN CORPORATION	1	LESSOR: NEWCO CORPOR	IUNICATIONS FINANCE		
ddress: 50 Cambridge Park Drive		Address: 2 Gatchall Drive			
		Parsippany, NJ 07054			
ity, State, Zip ambridge, MA 02140		Lease Number: E212580		Schedule Number: 00720	
ELLER: UCENT TECHNOLOGIES INC.			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Descripting Schedule describes a coterminous add-on (Addition) to the Equipmenews the Equipment described in the Primary Schedule, Lessee shathe Renewal Term of the Primary Schedule; and (b) if Lessee is requisions Return with respect to this Schedule. <u>Ideal Definity G3r Addon Equipment</u> and other related items and any related documentation, all as may be more particularly discounted.	ment descrit all, as appli tired to pay s. including	icable, purchase the Addition Lessor the Lessor's Return  a any attachments, alters	er 00320 (Primary on or renew this S with respect to the ations, and additi	chedule for a Renewal Term of the same length e Primary Schedule, Lessee shall pay Lessor the	
Yes  ption A	No □	Total This P	'age	Total Price Including Installation/One-Time Charges \$288,282.42	
ssee selects (i) a fixed price purchase option either \$ or% of the Total Purchase Price, and (ii) a ed price renewal option of% of the period Rental Payment.	M	Sub Total(s) From A	Attached onal Pages		
1		Total Purchase I (Sum of total prices installation/one-time	including	\$288,282.42	
TERMS AND CONDITIONS OF THE FOREGOING TIONS AND OTHER IMPORTANT PROVISIONS ARE SET RTH ON THE BACK OF THIS SCHEDULE.		Rent I	Rental Payment Period: Monthly	Rental Payment: \$6,995.93	
		09/30/1999			
uipment Location: /andergraf Rd, Burlington, MA 01803		Length of Initial T 46 months	erm		
I SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUINED. AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY IN THE TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UND EXENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITION MISTER PURSUANT TO SECTION 33 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL THE SELECTION OF ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND MARKED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAIL RIGHTS AND READORS CONFERRED UND LESSES BY ARTICLE 2A OF THE UCC AND CRUBET IN THE AGREEMENT, THIS SCHEDULE OR ANY CITIER PURDAMENTAL AGREEMENT (A	Hereof, as le erstands), le is of this schi , not materia and that it e ay contact si any rights n	ESSOR, AND BY THE TERMS AND COMESSEE AGREES TO LEASE FROM LESSEEDURE MAY BE DIFFERENT FROM THALLY CHANGE LESSEES OBLIGATION STITHER HAS REVIEWED, APPROVED A BELLER FOR A DESCRIPTION OF SUCHOOW OR HEREAFTER CONFERRED BY	NDITIONS SET FORTH ON SOR (AS SPECIFIED BELO TE TERMS AND CONDITIO NS HEREUNDER, LESSEE AND RECEIVED A COPY O I RIGHTS. TO THE EXTER	THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO W) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE MIS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY OF THE APPLICABLE FURCHASE DOCUMENTS OR HAS BEEN NOT FERMITTED BY APPLICABLE LAW. LESSEE WAIVES ANY	
ESSEE: BBN CORPORATION		LESSOR: NEWCOU	DT COMMEN	POLITYONG PIPULNOP	
y: x William W Wilson Lessee Authorized Signature		CORPORA  By: x		All	
Print Name & Title	L Mgr	Print Name	B Due	on & Question &	
November 2, 1999		Date		2/14/03	

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### **ASTER EQUIPMENT LEASE GREEMENT SCHEDULE**



			PROCESS SECUMENTAL SEC			
SEE: BBN CORPORATION			LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION			
· · · · · · · · · · · · · · · · · · ·			07054			
50 Cambridge Park Drive ty/State/Zip ambridge, MA 02140			Schedule Number			
- ,	· . · ·	E212580	00750 Total Price Including			
·			Installation/One-Time Charges			
related iten	ns, inclu	iding any attachments, atterations, and				
renews the this Schedessee is red	e Equipn dule for quired to	nent described in the Primary Schedule, a Renewal Term of the same length as o pay Lessor the Lessor's Return with	•:			
Yes	No	Total This Page	\$62,472.35			
Ø		Sub Total(s) From Attached ( ) Additional Pages				
	×	Total Purchase Price (Sum of total prices including install-	\$62,472.35			
•		Advance Rent \$2,174.10	Rental Payment \$2,174.10			
OPTIONS N THE BA	S AND CK OF	Rental Payment Period Monthly	Latest Commencement Date 02/28/2000			
		Length of Initial Term 28 months				
AS LESSEE NS SET FOR READ AND ENCED EQUI ONDITIONS NEE SHALL FOR ANY AN ICABLE PUR ELLER FOR ONFERRED OR MODIFY	E, AND L RTH ON UNDERS IIPMENT OF PR NOT MA D ALL CI RCHASE I A DESC UPON L	ESSOR OR NEWCOURT CREDIT GROUP, I THE FRONT AND BACK OF THIS SCHED TYANDS), LESSEE AGREES TO LEASE FRO IT IS UNDERSTOOD AND AGREED THAT FOR SCHEDULES AND THAT ANY ASSIG ATERIALLY CHANGE LESSEE'S OBLIGATIO LAIMS AND WARRANTIES RELATING TO THE EDOCUMENTS OR HAS BEEN INFORMED CRIPTION OF SUCH RIGHTS. TO THE EXT ESSEE BY ARTICLE 2A OF THE UCC AN	INC. OR ANY AFFILIATE OR SUBSIDIARY U.E. PURSUANT TO SUCH TERMS AND WILESOR (AS SPECIFIED BELOW) AND THE TERMS AND CONDITIONS OF THIS NMENT OR TRANSFER PURSUANT TO NS HEREUNDER. LESSEE REPRESENTS IE EQUIPMENT AND THAT IT EITHER HAS BY LESSOR THAT IT MAY HAVE RIGHTS FENT PERMITTED BY APPLICABLE LAW, ND ANY RIGHTS NOW OR HEREAFTER			
		NEWCOURT COMMUNICATION	IS FINANCE CORPORATION			
	related item related do related do the Equip renews the v this Schev essee is re- ne Lessor's  Yes  Yes  ONDITIONS AS LESSEE READ AND ENCED EQUI ONDITIONS THE BA  CONDITIONS THE BA  CONDITIONS THE BA  CONDITIONS TO BE SHALL FOR ANY AN LICABLE PU FELLER FOR ELLER FOR	related items, incluive related document of the Equipment decrenews the Equipment decrenews the Equipment the Schedule for essee is required to the Lesson's Return of the Lesson's AND LICONDITIONS OF THE LESSON OF PRINCED EQUIPMENT CONDITIONS OF PRINCED EQUIPMENT CONDITIONS OF PRINCED EQUIPMENT CONTINUES SHALL NOT MAD ALL CICABLE PURCHASE ELLER FOR A DESCONFERRED UPON LONG MODIFY THE LESSON OF THE	CORPORATION  2 Gatehall Drive, Parsippany, NJ Lease Number E212580  Leased (the Equipment) related items, including any attachments, alterations, and related documentation, all as may be more particularly to the Equipment described in the Schedule Number 00170 renews the Equipment described in the Primary Schedule, renews the Equipment described in the Primary Schedule, renews the Equipment described in the same length as essee is required to pay Lessor the Lessor's Return with respect to this Schedule.  Yes No Total This Page Sub Total(s) From Attached ( ) Additional Pages  Total Purchase Price (Sum of total prices including installation/one-time charges)  Advance Rent \$2,174.10  Rental Payment Period Monthly  Length of Initial Term 28 months  CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT, As LESSEE, AND LESSOR OR NEWCOURT CREDIT GROUP, NS SET FORTH ON THE FRONT AND BACK OF THIS SCHED READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIO FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE COR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE LICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED ELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTONERED UPON LESSEE BY ARTICLE 2A OF THE UCC AND OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE IEEMENT).			

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<b>LASTER EQUIPMENT LEASE AGREEMENT</b>	CSCHEDU	LE			Lucent Technologies
SEE: BBN CORPORATION	LES		OURT COMMORATION	IUNICATIONS	FINANCE
ddress:	Add	Address: 2 Gatehall Drive			
50 Cambridge Park Drive		Parsippany, NJ 07054			
ity, State, Zip ambridge, MA 02140		se Number: 2580	4	Schedule Number: 00800	
eller: UCENT TECHNOLOGIES INC.					
Descript ucent Definity Prologix Systems and other related items, inc ny related documentation, all as may be more particularly descript	cluding any att	be Leased (the Equi achments, alterat al invoice(s) from	ions, ánd additions	thereto; any softwa	re license or rights; and
Yes  ption A	No 🗆	Total Th	is Page	Total P Installation	rice Including n/One-Time Charges \$98,391.15
ption B	Ø	Sub Total(s) Fro	m Attached ditional Pages		
to price renewal option of of the period Rental Payment.		Total Purcha (Sum of total pri installation/one-	ces including		\$98,391.15
TERMS AND CONDITIONS OF THE FOREGOING TIONS AND OTHER IMPORTANT PROVISIONS ARE SET ON THE BACK OF THIS SCHEDULE.		Advance Rent \$1,640.18	Rental Payment Period: Monthly	Rental Payment: \$1,640.18	
		Latest Comme 09/30/1999	ncement Date	1	
uipment Location: South Market St, 14th Flr, San Jose, CA 95113		Length of Initia	al Term		
S SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQ SEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY ' HITEMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNI- BRENCED EQUIPMENT. IT IS UNDERSTOOD, AND AGREED THAT THE TERMS AND CONDITION INSPER MASUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL INE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT DRAWED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MO O ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND CRUSSED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT	THEREOY, AS LESSOR DERSTANDS), LESSEE NS OF THIS SCHEDUL! L NOT MATERIALLY AND THAT IT EITHER IAY CONTACT SELLER O ANY RIGHTS NOW CO	, and by the terms and agrees to lease from e may be dipperent fro change lessees obligi r has reviewed, approv r for a description of 3 breapter conferre breapter conferre	O CONDITIONS SET FORTH OF LESSOR (AS SPECIFIED BELC IN THE TERMS AND CONDITI ATTONS HEREUNDER. LESSEI /ED AND RECEIVED A COPY SUCH RIGHTS. TO THE EXTE	( The Front and Back of I DW) and lessor agrees to DNS of Prior Schedules an B represents and Warran Of the applicable Purcha BNT Permitted by applicab	HIS SCHEDULE FURSUANT TO LEASE TO LESSEE THE ABOVE ID THAT ANY ASSIONMENT OR IS THAT IT SHALL LOOK ONLY SE DOCUMENTS OR HAS BEEN LE LAW. LESSEE WAIVES ANY
ESSEE: BBN CORPORATION		CORPO	OURT COMMUN DRATION	IICATIONS FINA	NCE
Lessee Authorized Signature  William D Dilson Mge Print Name & Title	Finere	Lessor A	uthorized Signatu TINE W Ph me & Title		ourl Mgs
November 2, 1999		Y	11-22-		<u> </u>

MELAIV LTPF-CC05B 8-98

# MASTER EQUIPMENT LEASE AGREEMENT SCHEDULE



AGREEMENT SCHEDULE	·-·	·	Licent Technologies	
LESSEE: BBN CORPORATION	LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION			
Address 150 Cambridge Park Drive	2 Gatehall Drive, Parsippany, NJ 07054			
City/State/Zip Cambridge, MA 02140		Lease Number E212580	Schedule Number 00860	
SELLER: LUCENT TECHNOLOGIES INC.			Total Price Including Installation/One-Time Charges	
Description of Items to be Leased (the Lucent Technologies Definity G3si and other related Items, includin thereto; any software license or rights; and any related documentation, a final invoice(s) from the Seller(s).	ig any a	attachments, alterations, and additions		
This Schedule describes a coterminous add-on (Addition) to the Equipm (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Lessee shall, as applicable, purchase the Addition or renew this Schedule the Renewal Term of the Primary Schedule; and (b) if Lessee is requested to the Primary Schedule, Lessee shall pay Lessor the Lessor's Figure 1.	Equipmous for a ulred to	ent described in the Primary Schedule, Renewal Term of the same length as pay Lessor the Lessor's Relum with		
Yes	No	Total This Page	\$261,390.86	
Option A		Sub Total(s) From Attached ( ) Additional Pages		
option and a fair rental value renewal option.  Option B	.⊠	Total Purchase Price (Sum of total prices including install- ation/one-time charges)	\$261,390.86	
of either \$ or % of the Total Purchase Price, and (ii) a fixed price renewal option of % of the periodic Rental Payment.	-	Advance Rent \$6,245.41	Rental Payment \$6,245.41	
THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACTHS SCHEDULE.		Rental Payment Period Monthly	Latest Commencement Date 02/28/2000	
Equipment Location 3 Burlington Woods, Burlington, MA 01803		Length of Initial Term 43 months		
THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE, THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FOR CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND ULESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUID SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL (AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PUR UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED LOOKFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).	, AND LIL ITH ON INDERS: PMENT. OF PRI NOT MA I ALL CL RCHASE A DESC IPON LI	ESSOR OR NEWCOURT CREDIT GROUP. ITHE FRONT AND BACK OF THIS SCHED THANDS), LESSEE AGREES TO LEASE FROIT IS UNDERSTOOD AND AGREED THAT OR SCHEDULES AND THAT ANY ASSIG TERIALLY CHANGE LESSEE'S OBLIGATIO ANY, AND WARRANTIES RELATING TO THOOCUMENTS OR HAS BEEN INFORMED PRIFTION OF SUCH RIGHTS, TO THE EXCEPSEE BY ARTICLE 2A OF THE UCC AND THE LOCAL COMMENTS TO THE UCC AND THE UCC AND THE LOCAL COMMENTS OF THE UCC AND THE LOCAL COMMENTS OF THE UCC AND	INC. OR ANY AFFILIATE OR SUBSIDIARY UTL. PURSUANT TO BUCH TERMS AND MI LESSOR (AS SPECIFIED BELOW) AND THE TERMS AND CONDITIONS OF THIS NAMENT OR TRANSFER FURSUANT TO NS HERELINDER LESSEE REPRESENTS BY LESSOR THAT IT MAY HAVE RIGHTS ITENT PERMITTED BY APPLICABLE LAW, NO ANY RIGHTS NOW OR HEREAFTER	
BBN CORPORATION Lessee Authorized Signature  Many haff Lessee Authorized Signature		NEWCOURT COMMUNICATION  By: X CAN CLE  Leason Authorized Signature  Print Name and Title	Account Manage	
Print Name and Title  David B. Monaghan, Jr. Vice President -  Date  2/28/00	<u>Fi</u> na			

#### MELAIV - LTPF-CC05B 8/98

The terrus and conditions set forth below shall app. Options A and B on the front of this Schedule: provided, however, that Lessee may reflect only one of the two aforementioned options. If Lessee colous Option A, the Tur Indemnity provision set forth below (Section 4) shall apply so this Schedule, If no setection is indicated on the forest of this Schedule, Lessee shall be deemed to have selected Option A. Capitalized tenses used in this Schedule that are not otherwise defined berein shall have the meanings

The territs and excelliones set forth below that 1999. Apriour A and B on the front of this Schedule; berwieded, before, that Leaves especial Option A, the Tax informative provision are facility to the control option. If Leaves especial Option A, the Tax informative provision are facility to the informative provision and the set of the Schedule, the set of the Schedule control to here retained to the control option. A control option of the Schedule control of the Schedule c

Term and all other provisions or the Agreement seet was a proposed abull continue to apply.

(d) If Lessos elects to perchase the Equipment and has completely fulfilled the seems and conditions of the Agreement and this Sociolos 2, then on the last day of the Agricable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessos shall be retired of all obligations ander this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessor "AS IS, WRERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liers or claims by, through, or under Lessor.

WHERE IS," and without any-marranty, express or implied from Letsor, other than the absence of any liera or claims by, though, or endow Lossor.

3. LESSOR'S RETURN. (a) Sipulated Loss Value. If Section 13 of the Agreement provides that Stipulated Loss Value of the Engineers shall equal the sum of (i) an amount calculated by, Lessor that is the present value (discounted at 3% per summon compounded monthly of all Rential Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedels (whether it be the Indian Term or any Renewal Term (Applicable Terms); plue (ii) If Option A of this Schedels has been acteded, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the causehy value (determined as ast forth below) of the Equipment pine (iii) if Option 3 of 5 this Schedels has been acted the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the Equipment pine (iii) if Option 3 to 6 this Schedule. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price.

(b) Cosvolty Percentage. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on Page 1 of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 16 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months or greater.

The property of the property

Term of 36 months or greater, but less than 48 monney avers one a term on 40 months; 20% for a Term of 60 months or greater.

4. TAX INDEMNSTY. (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under sections 157(a) and 168(b) (1) of the Internal Revenue Code of 1986, as antended (Code), and accelerated depreciation deductions under applicable state law (Depreciation Deductions). Accordingly, Lesson makes the following representations, warrantics and covernants; (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment with have been "placed in service" within the meaning of sections 167 and 168 of the Code; (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any lieras that are excluded by specific language on Page 3 of this Schedule and any increase in the Total Purchase Price that is attributable to any accured interest under a Financing Agreement); (iii) neither Lessee, any of its effiliates, nor any of its successors, sublessees or satisfax was, is, or will become a tax-extending precoding the Commencencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, roblessees or assigns) take any action of the Total Purchase (Commencencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, roblessees or assigns) take any action or fail to take any action (whether or not such act or answered the commencencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any part of the Recovery Deductions or Depreciation Deductions, if because of a breach of this Section 4(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, receptive or otherwise radio unavailable to Lessor (Tax Loss), Lessor during the Commencencement (as defined in Section 4(c) below) qualt to the Net Economic Return that Lessor would h

Lessor would have required in it also not suffered a last case. A Loss or damage to the Equipment will constitute a breach of full Scotion 4(a) if it does not result in the payment of the Lossor's Return described in Section 13 of the Applicable Term (as "previously adjusted pursuant to this Section 4(b) The amount of the Lossor's Return described in Section 13 of the Applicable Term (as "previously adjusted pursuant to this Section 4(b) shell be adjusted, upwards or downwards, if changes are much to the Code (including changes in the corporate income tax rates) or any regulations pormulgated thereunder fast affect the federal income tax consequences to Losso that were contempleted by Lossor when it determined the amount of the periodic Rental Payment then in effect (Pax Law Change). The net effect of any adjustment useds this Section 4(b) shall be to provide Lessor as Net Benomic Return quest to the Net Benomic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(s) showe and any adjustment required by Section 4(b) showe shall be in the amount accessary to provide Lessor a net after-tax yield, not after-tax cash flow and not after-tax book carnings (that Book on the Section of the Net Economic Return Lossor would have realized with respect to the tenasection contemplated by the Schoolale if a Tax Law of sax Law Change (as applicable) and most interpret to the tenasection contemplated by the Schoolale if a Tax Loss or Sax Law Change (as applicable) that most of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tex Loss or Tax Law Change (as applicable) in Issue. Without thinling the generality of the foregoing, its shall be induced by pressured that is insort of Lessor for any year is subject to tax at the highest then applicable in corporations and that Lessor has sufficient teasbel income to offset all deductions arising hereunder.

supplicable) at lasses. Without Uniting the generality of the foregoing, it shall be irrobustably precusoed that all iscours of Lettors for any year is subject to tax at the highest then applicable federal income its rate generally applicable to corporations and that Lestor has sufficient texable income to officet all deductions arising hereunders.

(d) With respect to any damages or adjustments estimated by Lessor as as forth above (Calculations Amount, at the request and expense of Lessote, Lessor shall submit the assumptions and calculations underlying any such Calculations Amount for the misistenance of Lessor's Net Economic Return. Six has accountant determination that the Calculations Amount does or does not onsintain Lessor's Net Economic Return (and, in the case of the latter, ruch accountants determination of the adjusted demonstrated amount that well so maintain such Net Economic Return) shall be hinding upon Lessor and Lessor. Lessor ages that any information provided to such accountants by Lessor constitutes private, proprieters and conditional property of Lessor and that no person other than Lessor and south accountants that Schedule to be a true lease, and Lessor and that no person other than Lessor and south accountant is Schedule to be a true lease, and Lessor and that no person other than tennacion described in this Schedule to be a true lease, and Lessor needs account of 10 foldan 6 has been schedul, to so come payment and performance of Lessor's confugitions under the Agreement and this Schedule to so come payment and performance of Lessor's confugitions under the Agreement and this Schedule to so come payment and personance of Lessor's confugitions under the Agreement and this Schedule is assigns a perchase money security interest in the Calculation to the south personal personal

MELAIV LTPF-CC058 8-98

# IASTER EQUIPMENT LEASE AGREEMENT SCHEDULE



AGREEMENT SCHEDULE					Lucent Technologies	
			LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION			
Address 150 Cambridge Park Drive				rive, Parsippany, NJ		
Cky/Steis/Zip Cambridge, MA 02140			Lease Number E212580		Schedule Number 00870	
SELLER: LUCENT TECHNOLOGIES INC.					Total Price Including Installation/One-Time Charges	
Description of Items to Lucent Technologies Definity Sets Packs & Epn and and additions thereto; any software license or rights; and described in the final involce(s) from the Seller(s).	other relati	ed Items,	induding any a	ttachments, alterations, ay be more particularly		
This Schedule describes a coterminous add-on (Addition) (Primary Schedule). Accordingly (a) if Lessee purchases Lessee shall, as applicable, purchase the Addition or ren the Renewal Term of the Primary Schedule; and (b) if respect to the Primary Schedule, Lessee shall pay Lesson	or renews to ew this Sch Lessee is a	he Equipm redu <del>le</del> for a required to	ient described in Branewal Term Dig Day Lessor th	the Primary Schedule, tof the same length as e Lessor's Return with		
	Yes	No		Total This Page	\$160,638.95	
Option A  Lesses selects a fair market value purchase option and a fair rental value renewal option.	Ø		Attached {	Sub Total(s) From ) Additional Pages		
Option B		×		Total Purchase Price noes including install-	<b>\$</b> 160,638.95	
Lessee selects (i) a fixed price purchase option of either \$ or% of the Total Purchase Price, and (ii) a fixed price renewal option of% of the periodic Rental Payment.			ation/one-time Advance Rent	3,838.15	Rental Payment \$3,838.15	
THE TERMS AND CONDITIONS OF THE FOREGOI OTHER IMPORTANT PROVISIONS ARE SET FORTH THIS SCHEDULE.	NG OPTIO ON THE B	NS AND BACK OF	Rental Payme	nt Period Monthly	Latest Commencement Date 01/31/2000	
Equipment Location 77 South Bedford St, Burlington, MA 01803			Length of Initia	Term 43 months		
THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESS THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HA LESSOR AGREES TO LEASE TO LESSE THE ABOVE REFE SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND SECTION 29 OF THE AGREEMENT BY LESSOR OR ANY ASS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLE UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIM OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE ACTION OF THE	EE, AS LESS IONS SET F IS READ AND ERENCED EC CONDITION SIGNEE SHAW F FOR ANY A PPLICABLE F CONFERREI IT OR MODI	EE, AND LI ORTH ON D UNDERS SUPMENT. IS OF PRI LL NOT MA AND ALL CI AND ALL CI OVERCHASE OR A DESC D UPON LI IFY THE LE	ESSOR OR NEW THE FRONT AN TANDS), LESSEI IT IS UNDERST OR SCHEDULE: (TERIALLY CHAN	COURT CREDIT GROUP, D BACK OF THIS SCHED E AGREES TO LEASE FRO COD AND AGREED THAT S AND THAT ANY ASSIGNE LESSEE'S OBLIGATION OF THE AGREEM THAT ANY ASSIGNE LESSEE'S OBLIGATION OF THE AGREEMENT AND ASSIGNE LESSEE'S OBLIGATION OF THE AGREEMENT AND ASSIGNET AND THE AGREEMENT AND THE	INC. OR ANY AFFILIATE OR SUBSIDIARY ULE. PURSUANT TO SUCH TERMS AND MILESSOR (AS SPECIFIED BELOW) AND THE TERMS AND CONDITIONS OF THIS SHARENT OR TRANSFER PURSUANT TO MIS HEREUNDER, LESSEE REPRESENTS AND EXPERIENCE TO THE SECONDARY AND THE SECOND	
BBN CORPORATION Lessed  X  August  Munafru  Lessee Authorized Signeture  David B. Monaghan, Jr.  Print Name and Title		344,	By: X	CAN COMMUNICATION COMMUNICATION CAN COMMUNICATIO	COUNT Manager	
Vice President - Finance	<del></del>		Date	3/9/6		

#### MELAIV - LTPF-CC05B 8/98

MELAIV – LTPF-CCO5B 8/98

The gernts and constitutions set forth below that tage, ... Jurious A and B on the form of this Schedeler provided, however, that Leases may reloct only mit of the two afternomicond options. If Leases relative to the provided of the form of this Schedule. Leaves that the decimal to have selected to be a schedule in Indiacida on the form of this Schedule. Leaves shall be decimal to have selected Cytion A. Copitalized terms used in this Schedule test are on otherwise defined herein shall have the mannings associated to them in the Matter Equipment Leaves represently defined by the Leave Parameter specified on the fort of this Schedule. References in this Schedule to Total Purplane Price and Rental Payment shall mean the estimates thereof specified on the first of this Schedule Agriculture of the Schedule Schedule Agriculture of the Schedule Schedule Agriculture of the Agriculture of the Schedule Agriculture of the Ag

rerus are att offer provisions at the Agreement and this Schodule (inclinating Lessors partnase and returns) of the Agreement and this Schodule, then on the last day of the Applicable Term; (i) this Schodule that terminate and conditions of the Agreement and this Schodule, then on the last day of the Applicable Term; (i) this Schodule that terminate and, except as provided in Section 25 of the Agreement, Louser shall be relieved of all obligations under this Schodule; and (ii) Lessor shall transfer all of its loctrent in the Equipment to Lessor "AS 15, WHERE IS," and without any versary, corress or implied from Lessor, other than the absence of any liens or chique by, through, or under Louve.

3. LESSOR'S RETURN. (a) Supulated Louv Value. If Section 13 of the Agreement provides that Supulated Louv Value of the Equipment shall equal the sun of (i) an amount estudied by Lessor that is the present value (discounted at 3% per summe compounded monthly) of all Rental Payments from the date of the Lous or Event of Default in questions to the originally anticipated date of expiration of the then existing term of this Schodule (whether it be the latted Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schodule (whether it be the latted Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schodule (whether it be the latted Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schodule (whether it be the latted Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schodule (whether it be the latted Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schodule (whether it be the latted Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schodule (whether it be the latted Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schodule (whether it be the latted Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schodule. The casualty value (determine

(b) Cusually Parcentage. For purposes of this Schedulo the applicable Casually Percentage shell be (unless otherwise specified on Page 1 of this Schedule) 65% for a Term of less than 36 months: 50% for a Term of 36 months or greater, but less than 48 months 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72

Term of 36 months; 30% for a Term of 60 months; avva ror a various so unitness of accounts of the composition of 60 months; 30% for a Term of 72 months or greater.

TAX INDEMNITY. (a) If Option A has been selected, Lessor intends to take accelerated con recovery deduction (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended (Code), and accelerated depreciation deductions under applicable state law Coppreciation Deductions. Accordingly, Lessoe makes the following perpreciations, surrantines and coverants; (i) at the tirea Lessoe accepts the Equipment pursuant to Section 3 of the Agraement, the Equipment will have been "placed in service" within the meaning of sections 167 and 168 of the Code; (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on Page 1 of this Schedule and any increase in the Total Purchase Price that is attributable to any accrued interest under a Financing Agraement; (iii) nother Lessoe, any of its sufficience, nor any of its successors, sublessees or assigns was, is, or will become a sax-exempt entity described in section 163 (b) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date; and (iv) at no time during the Term of this Schedule will Lessoe (or.nny of its successors, subfessees or assigns) take any action of fail to take any action (whether or not such act or unison to otherwise required by the Agraement) that results in a losa, coduction, defende, recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recepture or otherwise required by the Agraement) that results in a losa, coduction, deferred, recepture or otherwise made unavailable to Lessor (Tex Loss), Lessoe shall, upon demand by Lessor, promptly pay damages to Lessor. The emount of such damages shall be the smount necessary to provide Lessor with a Net Economic Return that Lessor with a proach of this Section 4(s) if it does not result in the payment of the Lessor's Return described in

Lessor would have centered it it can not source a tax toos. A cost of arrange for the Section 4(s) if a does not result in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of each periodic Rental Payment remaining to be paid during the Applicable Term (as proviously adjusted parsatant to this Section 4(b)) shall be adjusted, awards or downwards, if changes are made to the Code (including changes in the comparate insome tax rates) or any regulations promulgated the terms of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor a btol Economic Return equal to the Net Renoment Return that Lessor whose the same that the term of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment made this Section 4(b) shall be to Payment Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(a) shows and any adjustment required by Section 4(b) shows that be in the amount perseasely to provide Lessor a net after-tax yield, for after-tax each flow and not after-tax book carnings (Net Economic Return) equal to the Net Renomic Return Lessor would have realized with respect to the household by this Schodule if a Tax Loss or Tax Law Change (as applicable) and the same assumptions and pricing analysis used by Lessor is determining the amount of the periodic Renul Payment here is effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) at issue. Without limiting the generality of the foregoing, it shell be inchousely presumed that all forome of Lessor for any year is subject to tax at the highest then applicable federal income tax rise generally applicable to comportations and that Lessor has sufficient taxable become to office all deductions arising lessonates.

applicable is issue. Without limiting the generality of the foregoing, it shell be irrebutably pressured that all income of Losso for any year is subject to tax at the highest that applicable folderal income as rarse generally applicable folderal income as rarse generally applicable folderal income as it is subject to tax at the highest that applicable folderal income as rarse generally applicable to corporations and that Lessor has sufficient satable become to office all deductions attitude and appears of Lessoe. Lessor shall suboit the assumptions and calculations underlying any work Calculation Amount, at the request and expense of Lessoe, Lessor shall suboit the assumptions and calculations and only the substance of Lessor's Net Ecocomic Return (and, in the case of the latter, such accountant declarations of the mistakense of Lessor's Net Ecocomic Return (and, in the case of the latter, such accountants declarations and Lessoe. Lessoe agrees that any information provided is such accountants by Lessoe constitutes private, proprietary and confidential property of Lessor and that no person other than Lessoe and the conventants shall be entitled access thereto.

SECURITY INTEREST. If Option A has been selected, Lessor and Lessoe intend the following attended to the state of the selection of the state of the selection of the state of the selection of the selecti

MELAIV LTPF-CC05B 8-98

#### MASTER EQUIPMENT LEASE AGREEMENT SCHEDULE



					Marie Marie Marie
LESSEE: BBN CORPORATION				EWCOURT COMMUN	ICATIONS FINANCE
Address 150 Cambridge Park Drive				Drive, Parsippany, NJ	
City / State / Zip Cambridge, MA 02140			Lease Number E212580		Schedule Number 00880
SELLER: LUCENT TECHNOLOGIES INC.					Total Price Induding Installation/One-Time Charges
Description of items to be Lucent Technologies Definity Sets.Packs & Epn and conditions thereto; any software license or rights; and additions the final involce(s) from the Seller(s).	other related any related o	items, i locumer	including any a ntation, all as r	nay be more particularly	
This Schedule describes a coterminous add-on (Addition) to (Primary Schedule). Accordingly (a) if Lessee purchases on Lessee shall, as applicable, purchase the Addition or renew the Renewal Term of the Primary Schedule; and (b) if Lirespect to the Primary Schedule, Lessee shall pay Lessor to	r renews the w this Sched essee is rec	Equipm Jule for a Juired to	ent described a Renewal Ter a pay Lessor t	in the Primary Schedule. In of the same length as the Lessor's Return with	
0.444	Yes	]&		Total This Page	\$97,729.15
Option A	Ø		Attached (	Sub Total(s) From ) Additional Pages	
Option B		Ø	(Sum of total	Total Purchase Price prices including install-	\$97,729.15
Lessee selects (i) a fixed price purchase option of either \$ or% of the Total Purchase Price, and (ii) a fixed price renewal option of% of the periodic Rental Payment.			ation/one-time Advance Ren	charges)	Rental Payment \$3,730.40
THE TERMS AND CONDITIONS OF THE FOREGOIN OTHER IMPORTANT PROVISIONS ARE SET FORTH OF THIS SCHEDULE.	IG OPTIONS ON THE BA	S AND CK OF	Rental Payme		Latest Commencement Date 02/28/2000
Equipment Location 9830 Patuxent Street, Columbia, MD 21046			Length of Initi	al Term 28 months	
THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFER SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIC AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLUNDER THE PURCHASE DOCUMENTS AND MAY CONTACT LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OTHER FUNDAMENTAL AGREEMENT (AS OFFINED IN THE AGI	E. AS LESSEE DNS SET FOI RENCED EQUI CONDITIONS GNEE SHALL FOR ANY AN PLICABLE PU SELLER FOR CONFERRED TOR MODIFY	E, AND U RTH ON UNDERS IPMENT. OF PRI NOT MA D ALL CL RCHASE E A DESC UPON L	ESSOR OR NEW THE FRONT A TANDS), LESSE IT IS UNDERS OR SCHEDULE ITERIALLY CHA AIMS AND WAR DOCUMENTS ERIPTION OF S ESSEE BY AR	NCOURT CREDIT GROUP, ND BACK OF THIS SCHED EE AGREES TO LEASE FRO TOOD AND AGREED THAT ES AND THAT ANY ASSIGN NGE LESSEE'S OBLIGATIO RRANTIES RELATING TO THO OR HAS BEEN INFORMED UCH RIGHTS. TO THE EX TICLE 2A OF THE UCC A	INC. OR ANY AFFICIATE OR SUBSICIARY ULE. PURSUANT TO SUCH TERMS AND MI LESSOR (AS SPECIFIED BELOW) AND THE TERMS AND CONDITIONS OF "-IS INMENT OR TRANSFER PURSUANT "O NS HEREUNDER. LESSEE REPRESENTS IE EQUIPMENT AND THAT IT EITHER -AS BY LESSOR THAT IT MAY HAVE RIGHTS IENT PERMITTED BY APPLICABLE LAW, ND ANY RIGHTS NOW OR HEREAFTER
BBN CORPORATION Lessee  By: X Cruz : Wile was free Lessee Authorized Signature	<del></del>	<del></del>	8y: X.	Waller	is finance corporation
David B. Monaghan. Jr.  Print Name and Title  Vice President Finance  Date 2 / 22 / 22			Print Na	TINE WALLEX  3-9-2000	Aced Mgc

#### MELAIV - LTPF-CC05B 8/98

MELATV — LTPF-CCO5B 8/98

The terms and conditions set forth below shall app. Detions A and B on the front of this Schedule; provided, however, that Lessee casy select only one of the two aforementioned options. If Lessee selects Option A, the The Indennity provision set forth below (Section 4) shall apply to this Schedule. If no selection is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option. A. Capitalized terms used in this Schedule, tasee shall be deemed to have selected Option. A. Capitalized terms used in this Schedule. Schedule state Agreement (Agreement) identified by the Lesse Number specified on the front of this Schedule. References is this Schedule to Total Purchase Price and Rental Psyment shall mean the cultrates shareof specified on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting of inconsistent terms and conditions in the Agreement and/or any amendments thereto enternd into prior to the execution of this Schedule. (In terms and conditions in the Agreement and/or any amendments thereto enternd into prior to the execution of this Schedule.

1. OPTION A - FAIR MARKET VALUE FURCHASE AND RENEWAL OPTIONS. (a) If Option A has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessoe an irrovocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined below); and it is a selection of the Schedule in the Schedule of the Applicable Term at Fair Market Value (as defined below); and it is a selection of the Schedule of the Applicable Term at Fair Market Value (as defined below); and it is a selection of the Schedule of the Applicable Term at Fair Market Value (as defined below); and the Lessoe shall provide Lessoe and Lessee and the section of the Applicable Term at Fair Market Value (as defined below); and the Lessee shall provide L

the experiment, proxymenters, proxymenters,

(b) Cusually Percentage. For purposes of this Schedule the applicable Casualty Percentage shall be (unless etherwise specified on Page 1 of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 30 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 50 months; 30% for a Term of 72 months; and 30% for a Term of 72 months; 30% for a Term of 50 months; 30% for a Term of 72 months; 30% for a Term of 50 months or greater, but less than 72 months; and 30% for a Term of 72 months; 30% for a Term of 72 mont

Term of 36 months or greeter, but less than 48 months, 40% to 2 s time on so unsure to greater, and now of months; 10% for a Term of 60 months or greater, but less than 72 menths; and 20% for a Term of 72 months or greater.

4. TAX INDEMNSTY. (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended (Code), and accelerated depreciation deductions under applicable state law (Deproclation Deductions). Accordingly, Lessee make: the following representations, warranties and covenants; (i) at the time Lessee accepts the Equipment pursuant to Sention 3 of the Agreement, the Equipment will flave been "placed in acroice" within the meaning of accions 167 and 168 of the Code; (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on Page 1 of this Schedule and any increase in the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on Page 1 of this Schedule and any increase in the Total Purchase Price that is attributable to any accuract interest under a Financing Agreement; (iii) seither Lessee, any of its affitiates, nor any of its successors, subclassees or assigns the during the Term of this Schedule will Lessee (or any of its successors, subclassees or assigns) take any settlen or fail to take any action (whether or not such act or omission is etherwise required by the Agreement) that results in a lost, reduction, deferred, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, because of a breach of this Soution 4(a), Recovery Deductions or Depreciation Deductions. If, because of a breach of this Soution 4(a), Recovery Deductions or Depreciation Deductions. If, because of propering or otherwise ma

constitute a breach of this Section 48,0 it is door to result in the payment of the Lussor's Return described in Section 13 of the Agreement periodic Rental Payment remaining to be paid during the Applicable Term (as periodic) adjusted present to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the exponent income tax rates) or any regulations promutgated threemedr that affect the federal income tax consequences to Lessor that were contemplated by Lessor when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor a Net Beconomic Return equal to the Net Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(a) above and any adjustment required by Section 4(b) above athell be in the amount accessary to provide Lessor a net after-tax yield, not after-tax cash flow and not after-tax book camings (Net Economic Return equal to the Net Economic Return cluster would have realized with respect to the transaction contemplated by this Schedule if a Tax Loss or Tax Law Change (as applicable) had not occurred, exsuaning Lessor would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing mathylis used by Lessor in determining the amount of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) at fasse. Without thinking the generality of the foregoing, it stall be irreducibly presumed that all income of Lessor for any year is subject to tax at the highest them applicable to corporations and that Lessor has sufficient taxable income to offset all deductions arising hereusder.

isophicable) at fasue. Without thinking the generality of the foregoing, it shall be trrebutably presumed that all income of Lease for any year is subject to tax at the highest these applicable to corporations and that Leasor has sufficient taxable income to offset all deductions artising hermander.

(d) With respect meany damages or adjustments calculated by Leasor as ast forth above (Calculation Amount), at the request and companies of Leasor, leasor shall submit the sessuaphious and calculations and offying any each Calculation Amount, at the request and companies return. Such accountants the sessuaphions and calculations and of the minimum of the adjustment of Leasor's Net Economic Return. Such accountants that the Calculation Amount does not does not maintain. Leasor's Net Economic Return (and, in the case of the latter, such beconstituted determinant on the adjustment amount that would so maintain such Not Economic Return. Such beconstituted determinant on the adjustment amount that would so maintain such Not Economic Returns. Such Leasor and such accountants while conflicted access therein.

S. SECURITY INTERPERT. If Optica A has been selected, Leasor and Lease intend the transaction described in this Schedule to be a true lease, and Leases hereby authorizes Leasor to file a financing attended in this Schedule to be a true lease, and Leases hereby authorizes Leasor to file a financing attended in this Schedule, to be a true lease, and Leases hereby authorizes Leasor to file a financing attended to eccure provement and performances of Leasor's ownership of the Equipment. If nech turns elected to eccure provement and performences of Leasor's ownership of the Equipment for the forest transmission of the security of the security interest in the Equipment finance of the security of the security interest in the Collected. Leaser grants Leasor and the security of the security of the security interest in the Collected. Leasor and Lease (calculatively, Collecteral). Lease that leason at financing statement and pe

MELAIV LTPF-CC058 6-98

# MASTER EQUIPMENT LEASE AGREEMENT SCHEDULE



350055 BOW 000000 4710W			T		Lucent Tectoologie	
ESSEE: BBN CORPORATION			LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION			
Address 150 Cambridge Park Drive			2 G	atehali Orive, Parsippany, NJ		
City / State / Zip Cambridge, MA 02140			Lease Number E212580		Schedule Number 00890	
SELLER: LUCENT TECHNOLOGIES INC.					Total Price Including Installation/One-Time Charges	
Description of Items to be L <u>Lucent Technologies Definity Sets &amp; Packs</u> and other re additions thereto; any software license or rights; and any described in the final invoice(s) from the Seller(s).	elaled iten	ns, inclu	ding a	any attachments, alterations, and		
This Schedule describes a coterminous add-on (Addition) to (Primary Schedule). Accordingly (a) if Lessee purchases or recessee shall, as applicable, purchase the Addition or renew the Renewal Term of the Primary Schedule; and (b) if Les respect to the Primary Schedule, Lessee shall pay Lessor the	renews the this Sched see is red	Equipm dule for a quired to	nent de a Ren o pay	escribed in the Primary Schedule, ewal Term of the same length as Lessor the Lessor's Return with		
	Yes	No	<u> </u>	Total This Page	\$44,724.20	
Option A Lessee selects a fair market value purchase	Ø		Attac	Sub Total(s) From thed ( ) Additional Pages		
option and a fair rental value renewal option.  Option 8		Ø	<i>(</i> 2	Total Purchase Price	644.724.00	
essee selects (i) a fixed price purchase option feither \$ or% of the Total Purchase Price, and (ii) a fixed price renewal option of% fixed price renewal option of% fixed price renewal option of%	Lad	23		n of total prices including install- Vone-time charges)	\$44,724.20	
			Adva	nce Rent \$1,094.42	Rental Payment \$1,094.42	
THE TERMS AND CONDITIONS OF THE FOREGOING THER IMPORTANT PROVISIONS ARE SET FORTH ON HIS SCHEDULE:	OPTIONS THE BA	S AND CK OF	Rent	al Payment Period Monthly	Latest Commencement Date 02/28/2000	
Equipment Location 10 Moulton, Cambridge, MA 02140			Leng	th of initial Term 45 months		
THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CO SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, A THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS RICESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGN AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICUINDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONCONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OF OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT (AS DEFINED IN THE AGREEMENT).	AS LESSEE S SET FOR EAD AND NOED EQUINDITIONS IEE SHALL OR ANY AN CABLE PUI LLER FOR NFERRED OR MODIFY	E, AND LI RTH ON UNDERS' IPMENT. OF PRI NOT MA D ALL CL RCHASE L A DESC UPON LI	ESSOR THE F TANDS IT IS I OR SO TERIA AIMS I DOCL RIPTIO ESSEE	R OR NEWCOURT CREDIT GROUP, FRONT AND BACK OF THIS SCHED SI, LESSEE AGREES TO LEASE FROW UNDERSTOOD AND AGREED THAT CHEDULES AND THAT ANY ASSIGULY CHANGE LESSEE'S OBLIGATION AND WARRANTIES RELATING TO THE MENTS OR HAS BEEN INFORMED ON OF SUCH RIGHTS. TO THE EXTERN OF THE LOCAL BY ARTICLE 2A OF THE UCC AND THE LOCAL BY ARTICLE 2A OF THE UCC AND THE LOCAL BY ARTICLE 2A OF THE UCC AND THE LOCAL BY ARTICLE 2A OF THE UCC AND THE LOCAL BY ARTICLE 2A OF THE UCC AND THE LOCAL BY ARTICLE 2A OF THE UCC AND THE UCC	INC. OR ANY AFFILIATE OR SUBS DIARY ULE. PURSUANT TO SUCH TERMS AND M LESSOR (AS SPECIFIED BELCM, AND THE TERMS AND CONDITIONS CETHIS NIMENT OR TRANSFER PURSUANT TO NS HEREUNDER, LESSEE REPRESENTS IE EQUIPMENT AND THAT IT EITHER HAS BY LESSOR THAT IT MAY HAVE EIGHTS ENT PERMITTED BY APPLICABLE LAW, ID ANY RIGHTS NOW OR HERELFTER	
BBN CORPORATION		· · · · · · · · · · · · · · · · · · ·		NEWCOURT COMMUNICATION	S FINANCE CORPORATION	
у: Х			Ву:	X	**************************************	
Lessee Authorized Signature				Lessor Authorized Signature		
Print Name and Title				Print Name and Title		
	<del> </del>			Date		

#### MELAIV - LTPF-CC05B 8/98

MELAIV - LTPF-CC058 8/98

The terms and conditions are forth below thall app. Dimons A and B on the front of this Scheduler, provided, however, that Leaste may refact only one of the two aforementations of this Scheduler. If no selection is included on the front of this Schedule, Leases shall be deemed to have selected Option. If Leases scheduler, Leases shall be deemed to have selected Option. A Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings anothed to their in the Master Equipment Lease Agreement (Agreement) identified by the Lease Number appetited on the front of this Schedule. Reference in this Schedule to Total Purthase Tree and Rental Payment shall mean the cationates thereof specified on the front of this Schedule parament to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schedule in Section 7 of the Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement surfor any amondments thereto entered into prior to the execution of this Schedule.

1. OPTION A PAIR MARKET VALUE FUNCHARE AND RENEWAL OPTIONS. (a) If Option A has been aclouded, no Event of Default exists, no event has occurred and is continuing that with notice or be lapse of time or both would continue an Event of Default, and Lease deliver to Lease at Introversible written election sockes the seas 90 days prior to the expiration of the Applicable Term (as defined in Section 1) below). Leases that have the following purchase and emeral options: (i) Lease any purchase affects and of the Applicable Term at Fair Market Value (as defined below); or (ii) Leases may remay this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Leason and Leases at Fair Renial Value (as defined below); provided, however, that the foregoing renewal option may not be exercised if Leason reasonably determinent that there has been a saterial adverte change in Lease a business or furnacial condition since the Comment

Equipment to Lestor in accordance with Section 18 of the Agreement or Lestor terminates this Schodule by 10 days' written motion to pay Lestor the periodic Remail Psymmets in effect prior to the explaint on the Applicable Terminal and the Agreement of the Committee of the Commi

(b) Curvally Percentage. For purposes of this Schedule the applicable Casually Percentage stiefl be (unless otherwise specified on Page I of this Schedule) 65% for a Term of the stand 36 months; 30% for a Term of the months of several, but less than 46 months; 30% for a Term of 50 months; 30% for a Term of 50 months; 30% for a Term of 50 months; 30% for a Term of 72

term of 16 mooths, 10% for a Term of 60 months or greater, but less than 22 months; and 20% for a Term of 72 months or greater.

A. TAX INDEMNITY. (a) if Option A has been selected, Lessor intends to take accord-cated one recovery deductions (Recovery Deductions) under sections 157(a) and 168(b) (i) of the Internal Reviewer Code of 1986, as amended (Code), and accelerated degraciation deductions under applicable state is well-depreciation Deductions. Accordingly, Lessoe makes the following representations, warrantics and coverants; (i) as the time Lessoe accepts the Equipment pursuant to Section 3 of the-Agreement, the Equipment with laws been "placed in service" within the meaning of sections 167 and 168 of the Code; (ii) the Total Purchase Price that quality for Recovery Deductions and Depreciation Deductions with the exception of any iteras that are excluded by specific tanguage on Page 1 of this Schedule and any increase in the Total Purchase Price that is autibutable to any accurate instances or assignments, (iii) neither exception of any of its inflicted, nor any of lits successors, subsciences or assignments, (iii) neither exception preceding the Commoncement Dere; and (iv) at no time during the Term of this Schedule or thee five years preceding the Commoncement Dere; and (iv) at no time during the Term of this Schedule or thee five years preceding the Commoncement Dere; and (iv) at no time during the Term of this Schedule will Leasure (camp) of its successors, subsciences or series that are subscienced or any part of the Recovery Deductions or Depreciation Deductions in Commoncement Deres; and (iv) at no time during the Term of this Schedule or thee five years preceding the Commoncement Deres; and (iv) at no time during the Term of this Schedule or the five years preceding the Commoncement Deres; and (iv) at no time during the Term of this Schedule or thee five years preceding the Department of the Schedule or the five years or other measurable to the Recovery Deductions or Department on the Schedule or

constitute a breach of this Section 4(c) If it does not result in the payment of the Lessor's Return cheerebod in Section 13 of the Agreement.

(b) The amount of each periodic Ronts Payment remaining to be paid during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income tax rates) or any regulations promulgated thereunder that affect the following income tax consequences to beare that wive contemplated by Lessor when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The rast effect of any adjustment under this Section 4(b) shall be to provide Lessor a Not Economic Return equal to the Not Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(a) above and any adjustment required by Section 4(b) above shall be in the unsuant accentancy to provide Lessor a net after-tax yield, not after-tax cash flow after all net after expect to the transaction contemplated by this Schodule If a Tax Love or Tax Law Change (as applicable) above the transaction contemplated by this Schodule If a Tax Love or Tax Law Change (as applicable) and cocurred, assuming Lessoe would thirlli all of its ability that hereunder, and shall be based on the access two in the companions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment than in effect, except to the extensive assumptions are different by the Section of Lessor when the provided Rental Payment than in effect, except to the extensive assumptions are affected by the Fax Loss or Tax Law Change (as applicable) and its affected by the foregoing, it shall be irrebutably presented that all leasure of Lessor in the foregoing, it shall be irrebutably presented that all leasure of Lessor in the Lessor has sufficient taxable income to offset all deductions arising applicable to corporation and that Lessor has suffi

applicable) at Issue. Without limiting the generally of the foregoing, it shall be inclustably presured that all income of Lever for any year's nubbes to tax at the highest time applicable foleral from the rate general properties. As a sufficient to the properties and the Lever's has sufficient to the properties of the company of the

and until such License is provided to Lossor in accordance herewith.

### LEASE SCHEDULE WITH FAIR MARKET VALUE

Print Name and Title

**⊿**6/30/00



**PURCHASE OPTION Lucent Technologies** LESSOR: NEWCOURT COMMUNICATIONS ESSEE: GENUITY SOLUTIONS, INC. **FINANCE CORPORATION** Address Address **2 GATEHALL DRIVE** 150 Cambridge Park Drive PARSIPPANY, NJ 07054 Schedule Number Lease Number City / State / Zip 00910 Cambridge, MA 02140 e212580 Total Price Including Installation/One-Time SELLER: LUCENT TECHNOLOGIES INC. Charges Description of Items to be Leased (the Equipment) Lucent Ultralink, Eprom & Wallboard and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s). This Schedule describes a coterminous add-on (Addition) to the Equipment described in the Schedule Number 00320 (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule. Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's invoice for charges related to the installation of the Equipment. THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL \$52,407.40 **Total This Page** OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE SubTotal(s) from Additional Provisions Attached -Additional Pages Total Purchase Price (Sum of total prices including \$52,407.40 installation/one-time charges Rental Payment Advance Rent \$0.00 \$1,517.72 Rental Payment Period Latest Commencement Date **Equipment Location** 6/30/2000 monthly 3 Vandergraf Rd, Burlington, MA 01803 Lease Term (Months) 38 THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILIATE, AS LESSOR, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 1298, PURSUANT TO SUCH TERMS AND CONDITIONS OF THE FORM THE FROM SCHEDULE BY SESCIFIED BELOW) AND LESSOR AGREES TO LEASE TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT, IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER, LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMALE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSOR FORM LTPF-TLS 12/88 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAMAS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT ETHER HAVE ARRESTED BY LESSOR THAT IT MAY HAVE REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS AND REMEDIES AGREEMENT (AS DEFINED IN THE AGREEMENT) **NEWCOURT COMMUNICATIONS** LESSOR: LESSEE: GENUITY SOLUTIONS JNC: FINANCE CORPORATION By: Lessor Authorized Signature Lessee Authorized Signature Ira Parker, Chief Legal Counselor

Print Name and Title

Date

Capitalized terms used in this Schedule the Lae not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement, With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessof's pricing and credit approvals expire (Letest Commencement) Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Defeutil exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term-at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with Irrevocable writtermotize thereof at least 90 days prior to the expiration of the Applicable Term, and return the Equipment

to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew. This Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) if Lessee falls (o: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessor terminates this Schedule by 30 days' written notice to Lessor if this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (f) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lesser shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lesser, other than the absence of any liens or datins by, through, or under Lesser.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lesse Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment half agreed the server that is the present value.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term on any Renewal Term (Applicable Term!); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of 48 months; 50% for a Term of 38 months or greater, but less than 68 months; 30% for a Term of 80 months or greater, but less than 62 months; 30% for a Term of 80 months or greater, but less than 62 months; 30% for a Term of 80 months or greater, but less than 62 months; 30% for a Term of 80 months or greater, but less than 62 months; 30% for a Term of 80 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 187(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended

(Code), and accelerate depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fall to take any action that would result in a loss, reduction, deferrat, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that meither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(fi) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral), Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral, Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral, if Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. Lessee Hereby Appoints Lessor or Lessor's Designee As Lessee's Attractor, Financing

STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such thems are additional to the Equipment) by sending Lessor a purchase order or by contacting us or the Setter by lelephone or via a writing or an electronic or facsimite transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or-less and it Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rentat Payments, the Lease Term, the end of ferm options and such other terms and conditions that apply to such lease, Lessee Agrees that it the Lesser Within 10 PAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE PREVOCABLY ACCEPTED THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE PREVOCABLY ACCEPTED THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE PREVIOUS BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be ruill and void and Lessee shall be responsible for fulfilling the obligations of the processors.

soverned. By ALL of the trems and conditions of this lease. If Lessee objects in the manner and within the Umeframes described above, such Additional Lease shall be ruil and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests its and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor, any applicable (icense relating to the use of any software, technical Information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of

7. FACSIMILES, IF A SMINED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE, HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE ECUPHENT, WHICHEVER OCCURS FIRST, LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE, IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELIVING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY RIJE OF EVIDENCE TO THE SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT THAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED

COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by tressor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

## LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION



OKONACE OF HOM			enteur (activologist		
LESSEE: GENUITY SOLUTIONS, INC.	LESSOR:NEWCOURT COMMUNICATIONS FINANCE CORPORATION				
Address 150 Cambridge Park Drive	Address 2 GATEHALL DRIVE PARSIPPANY, NJ				
City / State / Zip Cambridge, MA 02140	Lease Number e212580	Schedule i 00940	Number		
SELLER: LUCENT TECHNOLOGIES INC.			Total Price Including Installation/One-Time Charges		
Description of Items to be Leased (the	Equipment)		· · · · · · · · · · · · · · · · · · ·		
<u>Lucent Definity Addition</u> and other related items, including any attact software license or rights; and any related documentation, all as may be n from the Seller(s).					
This Schedule describes a coterminous add-on (Addition) to the Equipm (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Lessee shall, as applicable, purchase the Addition or renew this Schedule Renewal Term of the Primary Schedule; and (b) if Lessee is required to pa Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect	Equipment described in the Primary for a Renewal Term of the same ler y Lessor the Lessor's Return with res	Schedule,			
Notwithstanding any terms to the contrary contained in the Equipment will be deemed irrevocably accepted by you upor invoice for charges related to the installation of the Equipme	n Lessor's receipt of the Seller'				
THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.	Total	This Page	\$23,655.40		
Additional Provisions	SubTo Attached ( ) Additio				
	Total Purci (Sum of total price Installation/one-tim	s including	\$23,655.40		
	Advance Rent \$0.00	\$1,048.41	Rental Payment		
Equipment Location 9861 Broken Land Pkwy, 1st Fir, Columbia, MD 21046	Rental Payment Period monthly Lease Term (Months) 24	Latest Con	nmencement Date 6/30/2000		
THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFF CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LES (WHICH LESSEE AGROWALEDGES THAT IT HAS READ AND LINDERSTANDS), HICH IS LESSEE AGREED THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER LESSEES OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDUL TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR BLEE OF LESSOR'S FORM LTP-ILS 1298 IN USE ON THE DATE LESSOR'S RECEIVES THE COPY REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND RECEIVED A PROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY COMARPHICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S READ AGREEMENT (AS DEFRIED IN THE AGREEMENT).	RIATE, AS LESSEE, AND LESSOR OR 11'S AFF SOR'S STANDARD FORM LTPF-TLS 12'BB. PI EES TO LEASE FROM LESSOR (AS SPECIFIED THE TERMS AND CONDITIONS OF THIS SCHE OF THIS SCHEDULE BY LESSOR OR ANY / LE IS SIGNED BY IT AND THE FRONT OF THE C BIBLE OR CHANGED (AND NOT INITIALED BY IS OF SIGNED BY LESSEE WILL BE THE TERMS A OF ALL CLAIMS AND WARRANTIES RELATING TO TOR PURCHASE DOCUMENTS OR HAS BEE TACT SELLER FOR A DESCRIPTION OF SUC DUPON LESSEE BY ARTICLE 2A OF THE U SHTS AS DESCRIBED IN THE AGREEMENT, TH	ILLATE, AS LES IRESUANT TO S BELOW) AND DULE MAY BE ASSIGNEE SHA DOPY IS DELIVE SOTH PARTIES OTH PARTIES IN 1967 GRAPE IN 1967 G	SOR, AND BY THE TERMS AND SUCH TERMS AND CONDITIONS LESSOR AGREES TO LEASE TO DIFFERENT FROM THE TERMS ALL NOT MATERIALLY CHANGE RED TO LESSOR BY FACSIMILE, THE TERMS AND CONDITIONS IS OF THE SCHEDULE. LESSEE AENT AND THAT IT EITHER HAS BY LESSOR THAT IT MAY HAVE D'THE EXTENT PERMITTED BY RIGHTS NOW OR HEREAFTER OR ANY OTHER FUNDAMENTAL		
LESSEE: GENUITY SOLUTIONS, INC.	LESSOR: NEWCOURT CO FINANCE CORP By: X		TIONS		
Lessee Authorized Signature  Land driken Chief Legal Consoci  Print Name and Title	Lessop Authorized Signature  Pan (o )  Print Name and Title	le, A	ecount Manage		
7-31-00 Date	Date		0100		

Capitalized terms used in this Schedule that we not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before

to the execution of this Schedule. Lessee must commence this lease on or before the date Lessur's pricing and credit approvets expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than aft) of the Equipment at the end of the Applicable Term-at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12. months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with Irravocable written molice thereof at least 90 days prior to the expiration of the Applicable Term, and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Felr Merket Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew. This Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Feir Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee tells to: (i) provide Lessor with the 90 day notice required above, or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall con-tinue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and sit other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Markel Value for the Equipment shell be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and informed and willing helps and the total price that would be paid for the Equipment and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new tocation shall not be deducted from its

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (1) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE

Lessor shell transfer all of its interest in the Equipment to Lessor "As Is, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor,

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lesso Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing ferm of this Schedule (whether it be the initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 55% for a Term of less than 36 months; 50% for a Term of a months or greater, but less than 48 months; of months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 60 months; of 72 months or 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated oost recovery deductions under sections 187(a) and 168(b) (1) of the internal Revenue Code of 1986, as amended

(Code), and accelerate depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fall to take any action that would result in a loss, reduction, deferred, recapture or other unavailability to Lessor (or any consolidated group with which Lesses files tax returns) of any part of the Tax Benefits, Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described

in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease insuch transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations
under the Agreement and this Schedule, Lessee grants Lessor and its assigns a
purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor
and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral, Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by Jaw) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. Lessee hereby appoints Lessor or Lessor's Designed and Lessee's ATTORNEY-MITACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

LEASING ADDITIONAL EQUIPMENT Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE PREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be mult end void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS, Lessee hereby assigns to

6. ASSIGNMENT OF PORCHASE DOCUMENTS, Lesses hereby assigns to tesser all of Lesses's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay. Sefer for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser. under the Purchase Documents to the same extent as if an assignment had not occurred. Lesses shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional water agreement trial upon any return of the Equipment to Easter, at no additional fee or charge Seller will either (y) grant Lessor..any applicable (cense relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shell at all times remein liable to Seller as the licenses. under the License, and Lessor shall not have any obligation thereunder unless and

until such License is provided to Lessor in accomming herewith.
7. FACSIMILES, IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE PACSIMILE TRANSMISSION, IT WILL BE DIMPING ON LESSEE. MOVEVEY, LESSON WALL NOT BE BOUND MATTLE IT ACCEPTS THE SCHEDLE-BY MANUALLY SIGNING IT OR BY PURCHASING THE ECUMPMENT, WHICHEVER OCCURS FIRST. LESSEE WAVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES IT'S RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE, IF LESSEE DE-LIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES that lessor is relying on lessee's representation that the schedule has not BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by bessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the

AIV LTPF-CC05B 8-98

2/28/00

# ASTER EQUIPMENT LEASE GREEMENT SCHEDULE



					Eucant (actividiodie)
SEE: BBN CORPORATION		LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION			
dress 30 Cambridge Park Drive			2 Gatehall Drive, Par	sippany, NJ	
y/Slate/Zip ambridge, MA 02140		-	Lease Number E212580		Schedule Number 00950
ELLER: LUCENT TECHNOLOGIES INC.					Total Price Including Installation/One-Time Charges
Description of Items to b <u>scent Technologies Definity G3si With Intuity</u> and oth Iditions thereto; any software Ilcense or rights; and an scribed in the final invoice(s) from the Seller(s).	er related it	ems, incl	uding any attachments, at	terations, and re particularly	
	Yes	No	То	tal This Page	\$86,720.55
ption Assee selects a fair market value purchase				otal(s) From	
ption and a fair rental value renewal option.  ption B		×	Total Pur (Sum of total prices inclu ation/one-lime charges)	chase Price ding install-	\$86,720.55
either \$or% of the Total Purchase Price, Id (ii) a fixed price renewal option of% the periodic Rental Payment.			Advance Rent \$1,605.20		Renfal Payment \$1,605.20
HE TERMS AND CONDITIONS OF THE FOREGOIN THER IMPORTANT PROVISIONS ARE SET FORTH (HIS SCHEDULE.	IG OPTION ON THE BA	NS AND ACK OF	Rental Payment Period Monthly		Latest Commencement Date 02/28/2000
quipment Location 675 Mac Arthur Ct, Ste 400, Newport Beach, CA	92662		Length of Initial Term	60 months	
"SCHEDULE SHALL BE GOVERNED BY THE TERMS AND PECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSER IEREOF, AS LESSOR, AND BY THE TERMS AND CONDITION ON INVICIONAL PROPERTY OF THE TERMS AND ESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFER THE DULE MAY BE DIFFERENT FROM THE TERMS AND ECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSISTED WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER EVIEWED, APPROVED AND RECEIVED A COPY OF THE APPROVED AND RECEIVED A COPY OF THE APPROVED AND ALL RIGHTS AND REMEDIES OF THE PURCHASE DOCUMENTS AND MAY CONTACT ESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES ON THE PURCHASE THAT MAY LIMITHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT (AS DEFINED IN T	E, AS LESSE ONS SET FO S READ AND RENCED EQ CONDITION GNEE SHAL I FOR ANY A PLICABLE P SELLER FO CONFERRED T OR MODIF	EE, AND L DRTH ON UNDERS UIPMENT S OF PR LUNOT M ND ALL C URCHASE R A DESC UPON L FY THE L	ESSOR OR NEWCOURT CITHE FRONT AND BACK OF THE FRONT AND BACK OF THE STANDS; LESSEE AGREES IT IS UNDERSTOOD AND IOR SCHEDULES AND THAT FIRE AND WARRANTIES REDOCUMENTS OR HAS BECHED THE OR OF SUCH RIGHT ESSEE BY ARTICLE 24 OF THE RIGHT ESSEE BY ARTICLE 25 OF THE RIG	REDIT GROUP, IF THIS SCHED TO LEASE FRO AGREED THAT AT ANY ASSIGES OBLIGATION ELATING TO THE EN INFORMED IS THE EX IF THE LICC A	INC, OR ANY AFFILIATE OR SOBSIDIARY UILE, PURSUANT TO SUCH TERMS AND DIM LESSOR (AS SPECIFIED BELOW) AND THE TERMS AND CONDITIONS OF THIS SIMENT OR TRANSFER PURSUANT TO MAY HEREUNDER. LESSEE REPRESENTS HE EQUIPMENT AND THAT IT EITHER HAS BY LESSOR THAT IT MAY HAVE RIGHTS TENT PERMITTED BY APPLICABLE LAW, ND ANY RIGHTS NOW OR HEREAFTER
BBN CORPORATION Lessee Cause Minighal			By: XUUVal	ller	NS FINANCE CORPORATION
David B. Monaghan, Jr.  Print Name and Title  Vices President Finance		<del>,</del>	CHRISTING Print Name and Title 3-9-		Account Mgr

6/30/2000

# LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION

9780 Patuxent Wood, Columbia, MD 21046



PURCHASE OPTION **Lucent Technologies** LESSEE: GENUITY SOLUTIONS, INC. LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION Address Address 150 Cambridge Park Drive 2 GATEHALL DRIVE PARSIPPANY, NJ 07054 City / State / Zip Lease Number Schedule Number Cambridge, MA 02140 e212580 00980 Total Price Including Installation/One-Time Charges Description of Items to be Leased (the Equipment)

SELLER: LUCENT TECHNOLOGIES INC. Lucent Definity Addition and other related Items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s). This Schedule describes a coterminous add-on (Addition) to the Equipment described in the Schedule Number 00170 (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule. Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's invoice for charges related to the installation of the Equipment. THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL Total This Page \$81,195.19 OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE Additional Provisions SubTotal(s) from Attached I Additional Pages **Total Purchase Price** (Sum of total prices including \$81,195,19 installation/one-time charges Rental Payment Advance Rent \$0,00 \$3,598.57 Rental Payment Period **Equipment Location** Latest Commencement Date

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR IT'S AFFILIATE, AS LESSOR, AND LESSOR OR IT'S AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 1298, PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACROWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELLW) AND LESSOR AGREES TO LEASE TO LEASE FROM LESSOR (AS SPECIFIED BELLW) AND LESSOR AGREES TO LEASE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER, LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER, LESTENT THAT IF A COPY OF THIS SCHEDULE BY LESSOR OR ON THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ALEBBLE OR CHANGED BY LESSOR OR OTHERWISE, THE TERMS AND CONDITIONS OF THE SCHEDULE LESSOR SHOWN OF LESSOR'S FORM LITE-TLS 1298 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE, LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT MAY HAVE RIGHTS AND FREMEDIES ONLY THE LESSOR'S RIG

monthly
Lease Term (Months) 24

AGREEMENT (AS DEFINED IN THE AGREEMENT)	
LESSEE: GENUITY SOLUTIONS INC.	LESSOR: NEWCOURT COMMUNICATIONS
By: <b>W</b> /////	By: X AM ALL
Lessee Authorized Signature	Lessor Authorized Signature  DIPIN COLE ACCO MANA
Print Name and Title	Print Name and Title
7-31-00 Date	Date & FU OU

Capitalized terms used in this Schedule that a not otherwise defined herein shall have the meanings ascribed to them in Master Equipment Lease Agreement or Standard Lease Agreement (Agree. ant) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed up in by Lessor and Lessee at Fair Rental Value (as defined below); if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term, If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedulre Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee falls to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Falr Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's tength transaction between an informed and willing lessee and an informed and willing lessor, neither under computation to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no computation to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as produced in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any lies or claims by through or under I essor.

sence of any items or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiphying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage has been founded as otherwise specified on the front of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the internal Revenue Code of 1986, as amended

(Code), and accelerated collectively, Tax Benefits; see promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fall to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment, If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lesson and Lessee (collectively, Collateral), Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lesson's security interest in the Collateral. Lesson or Lesson's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent, LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to

5. LEASING ADDITIONAL EQUIPMENT, Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. Lessee Agrees that if the Lessor DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE GREVOCABLY ACCEPTED THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE GREVOCABLY ACCEPTED THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE, If Lessee objects in the manner and within the time/rames described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable ticense relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment, or (z) grant any subsequent end-user of the Equipment, and before the information and other than the Equipment of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant end user of the Equipment or (z) grant end user of the Equipment or (z) grant end until such License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE ECUPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RILLE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SKINED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

LTP! - TLS 12,98

### LEASE SCHEDULE **YITH FAIR MARKET VALUE**



PURCHASE OPTION			Lucent Technologies
LESSEE: GENUITY SOLUTIONS, INC.	LESSOR: NEWCOURT		TIONS
Address 150 Cambridge Park Drive	Address 2 GATEHALL D PARSIPPANY,	DRIVE	
City / State / Zip Cambridge, MA 02140	Lease Number e212580	Schedule 01010	Number
SELLER: LUCENT TECHNOLOGIES INC.			Total Price Including Installation/One-Time Charges
Description of Items to be Leased (the	Equipment)		
Lucent Definity Prologix With Intuity Audix and other related items, incluthereto; any software license or rights; and any related documentation, all a invoice(s) from the Seller(s).  Notwithstanding any terms to the contrary contained in the Equipment will be deemed irrevocably accepted by you upor invoice for charges related to the installation of the Equipment	is may be more particularly described the scheduler of this Scheduler Lesson's receipt of the Scheduler Less	afbed in the final	
THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSES FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.	·	Total This Page	\$133,359.83
Additional Provisions		SubTotal(s) from Additional Pages	
	(Sum of total	Purchase Price prices including ne-time charges)	\$133,359.83
	Advance Rent \$2,424.48	\$2,424.4	Rental Payment 8
Equipment Location 1600 International Drive Ste B, Mclean, VA 22102	Rental Payment Period monthly	Latest Cor	nmencement Date 6/30/2000
	Lease Term (Months) 60		
THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFI CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREEDLES BE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT IT AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER	EQUIPMENT LEASE AGREEMENT OR ST LIATE, AS LESSEE, AND LESSOR OR IT SOR'S STANDARD FORM LTPF-TLS 12 EES TO LEASE FROM LESSOR (AS SPE THE TERMS AND CONDITIONS OF THIS	TS AFFILIATE, AS LE: 198. PURSUANT TO ! CIFIED BELOW) AND 3 SCHEDULE MAY BE	SSOR, AND BY THE TERMS AND SUCH TERMS AND CONDITIONS LESSOR AGREES TO LEASE TO DIFFERENT FROM THE TERMS

AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEES OBLIGATIONS HEREUNDER, LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR LLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES). THE TERMS AND CONDITIONS OF LESSOR SECRIFICATION OF THE SCHEDULE, LESSEE BY AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAWAS AND WARRANTS RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS AND HAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAYNES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED BY THE AGREEMENT).

LESSEE: GENUITY SOLUTIONS, IN	ic, a faller in the	LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION
By: X Mury		By: X Jan Cete
Lessee Authorized Signature		Lessor Authorized Signature
Ira Parker, Chief Le	egal Counselor	Jean Cote, Account Mana
Print Name and Title		Print Name and Title
6/30/00		6/3/10
Date	,	Date

Capitalized terms used in this Schedule the ... e not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before

to the execution of this scriedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term. Lessee shall have the following purchase to the expiration of the Appicable feffit. Lessee shall never the constitution of the and renewed options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Appicable Term-at Fair Market Value (as defined be-low); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable writter-motise thereof at least 90 days prior to the expiration of the Applicable Term, and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lesser the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew.this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable that the Confirmation of the Payment of the Paym Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Felin Rental Valueron the same date each period that the Rental Payment was due during

the Initial Term.

(c) If Lessee fells to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lassee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee.

Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renowal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's tength transaction between an informed and willing lessoe, and an informed and willing lessoe, neither amount that would be payable for the Equipment in an arms length transaction between an informed and willing lessee and an informed and willing lesser, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell, in determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE

Lessor shall transfer as or its interest in the Equipment to Lessor, other than the absence of any fiens or claims by, through, ort.inder Lessor, other than the absence of any fiens or claims by, through, ort.inder Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchal be Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less tribes of the state of the schedule and special castains. For a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 48 months or greater, but less than 40 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. greater. This Section is not applicable if the Agreement is a Standard Lease

Agraement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended

(Code), and accelerate depreciation deductions under applicable state law-(collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferrat. recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that meither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the

five years preceding the Commencement Date.

4. SECURITY INTEREST, Lessor and Lessee Intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease in-tended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral, Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where per-mitted by law) Lessur doems necessary to perfect or protect Lessor's security interest in the Colleterel. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. Lessee Herrey Appoints Lessor or Lessor's agent. LESSEE'S AYTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING

STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such thems are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller the Equipment by sending Lessor a purchase order or by conacting us of the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lesse) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lesse. Lesses AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE RREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERMSE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the

purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS, Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lassor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only it) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser remain table to Seaer to perform all of the duces and collegators of the potentials under the Purchase Documents to the same extent as if an assignment and not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional tee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and use of any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSMILES, IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY

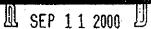
FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND LATIN, IT ACCEPTS THE SCHEDULE-BY MARKALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST, LESSEE WAIVES NOTICE OPLESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE, IF LESSEE DE-LIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT REEN CHANGED, LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by bassor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chettel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the

LAIV LIPP-CCOSB 8-98

## Master Equipment Lease

Agreement Schedule





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		<del></del>	1			
	CENUITY SOLUTIONS, INC.		LESSOR: Nev	wcourt Commu	nications Finance	Corporati
	150 CAMBRIDGE PARK DRIVE		2 Gatehall Driv	e, Parsippany,		
tate / Zip	CAMBRIDGE, MA 02140		Lease Number E212580		Schedule Number 01020	
LER:	LUCENT TECHNOLOGIES INC.				Total Price I Installation/One-T	
	Description of Items to be Lease	ਲੇ (the Equipment)				
rations.	TY G3S: WITH INTUITY AUDIX and of and additions thereto; any softwar, all as may be more particularly.	re license or	rights; and any	related	,	
			•			
•						
			•			•
				•		
<del></del>		Yes No		Total This Page	£ 003 603 05	<del> </del>
n <b>A</b>	***************************************		. 47	Sub Total(s) from	\$ 283,493.95	
	air market value purchase ental value renewal option.	Yes No	Attached ( )	Additional Pages		
				Il Purchase Price al prices including		
	a fixed price purchase option or % of the Total Purchase Price		installation/	one-time charges)	\$ 283,493.95	
a fixed pric	be renewal option of %		Advance Rent		Rental Payment	
ERMS AND	CONDITIONS OF THE FOREGOING OPTIC		\$ 5,153.9	2	\$ 5,153.92	
TANT PROV nent Locatio	VISIONS ARE SET FORTH ON THE BACK OF	THIS SCHEDULE.	Rental Payment Pe	riod	Latest Commenceme	ent Date
nom cocane	ONE LIBERTY PLAZA, 20TH FLOOR		MONTHLY		09/07/2000	
	NEW YORK, NY 10006		Length of Initial Ten	m ·		
	•		60 Months			

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The torms and conditions set forth below shall app.

The torms and conditions set forth below shall app.

Dynous A and B on the forel of this Schedule; provided, however, that Leasee selects Option A, the Tax Indemnity provision as forth below (Section 4) shall apply to this Schedule. If no selection is included on the froot of this Schedule, Leasee shall be deemed to have selected Option A.

Capitalized terms used in this Schedule that we not otherwise defined brevin shall have the meanings ascribed to them in the Master Equipment Lease Agreecent (Agreement) identified by the Lease Number specified on the front of this Schedule. Reference in this Schedule to Tail Purchase Freat and Rental Payment shall mean the extrastes thereof specified on the front of this Schedule. Reference in this Schedule to Tail Purchase Freat and conditions of this Schedule and Rental Payment described on the fivot of this Schedule, the terms and conditions of this Schedule and the Agreement. With respect to the Equipment described on the fivot of this Schedule, the terms and conditions of this Schedule and the Agreement window any amondments threate entered into prior to the excention of this Schedule.

1. OPTION A PAIR MARKET VALLED FUNCHABLE AND RENEWAL OPTIONS. (a) If Option A has been selected, no Event of Default exists, no event has occurred and is conditioning that with notice or the large of time or both would counting the state, no event has occurred and is conditioning that with notice or the large of time or both would counting the expiration of the Applicable Term (as defined in Section 3 below). Leasee this tax the following purchase and renewal options: (i) Leasee may receive all thus not less than 10 of the Equipment at the set of the Applicable Term (as defined below); or (ii) Lease may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lease and Leasee at Fair Rental Value (as defined below); provided, however, that the foregoing renewal option may not be exercised if Leasee reason

Explanation to Letters in accordance with Saccion 16 of the Agricanest or Lestor terminates this Schodule by (9 days) without notice to Lesson. If this Schodule is extended pecusate to the proceeding authentic, Letters and the continue to the proceding the periodic forth the Applicable Terminate in Clinical prior to the expension of the Applicable Terminate in Clinical prior to the expension of the Applicable Terminates and the Schodule (inclining Lessors) purchase and expense the Clinical Schodule (inclining Lessors) purchase and expense of Lessor and Lioutes, or, at Lettors's sole expense, by an independent apprises affected by Lessor. Petit Rental Value and Park Market Value from the Uniformed and willing Income and informed and willing lessor, notice and informed and willing lessor, mother under computation to feers. Petit Market Value and things seller under the value for the Equipment in an arm's length transaction between an informed and willing seller under on computation to sell. In determining Fall Rental Value or Park Market, Value, the costs of economics the Equipment from the Equipment Lesson and moving it value or Park Market. Value, the costs of economics the Equipment from the Equipment Lesson and moving it has a rever location cost and to the Equipment and the completely liftfilled the terms and conditions are applicable from the Approximate and the Equipment and the completely liftfilled the terms and conditions are applicable from the Equipment to Lesson "A standard and except a provided in Section 3 of the Agricant, Lesson shall be relieved of all obligations under this Estodulies and United Section 1 and the Agricant and the schedule shall terminate and, except as provided in Section 3 of the Agricant, Lesson shall be relieved of all obligations under the Schodulies and the Lesson and the Schodule and the schedule and the Agricant and the Schodule and the schodule and the Schodule and the S

(b) Curvally Percentage. For purposes of this Schedule the applicable Cassalty Percentage at all to (unless orienvise specified on Page 1 of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 50 months or greater, but less than 48 months; 10% for a Term of 38 months or greater, belt less than 60 months; 30% for a Term of 60 months; 30% for a Term of 30% for a Term of 30% for a Term of 50 months; 30

Term of 30 months or greater, our has most arrested, but less than 72 months and 20% for a Term of 62 months or greater.

6 months or greater.

4. TAX INDEMNITY. (a) If Option A has been extraord. Lessor intends to take acceptorated controvery deductions (Recovery Deductions) under sections (87(a) and 168(b) (1) of the Internal Revenue Code of 1986, a statement (Code), and acceptrated depreciation deductions under applicable strate law (Depreciation Deductions). Accordingly, Lessor makes the following representations, available the extraording coverants; (i) at the time Lessor secepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the enseming of sections 167 and 168 of the Code; (ii) the Total Purhase Price that qualify our Recovery Deductions and Depreciation Deductions (iii) the exception of any iterate that are excluded by specific language on Page 1 of this Schedule and any increase in the Total Purhase Price that is authorated by specific language on Page 1 of this Schedule and any increase in the Total Purhase Price that is authorated by specific language on Page 1 of this Schedule will be either Lessor, any of its affiliator, nor any of its secretary to the appropriate side of the Agreement (iii) he either Lessor, any of its affiliator, nor any of its secretary to the Agreement in the secretary of the secretary of the secretary of the Code at any time during the Term of this Schedule will Lessor (the Every years preceding the Commonceauth Designal (iv) at an time during the Term of this Schedule will Lessor (the Every post of the Agreement) that results is a lose, reduction, deferred, reconstruct or other straighting to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, Decusion of breaching the Commonceauth Designal and the section (ii), it does not extend the section of the Scotion (ii) the formal terms would have realized if it had not suffered at Section (ic) below equid to the Nat Economic Return that Lessor w

Lesor would have realized if it had not suffered a Tax Loss. A Loss or demage to the Equipment will constitute a breach of this Section (4a) life does not result in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of each periodic Rentel Payment remaining to be peld during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, opwards or downwards, if changes are made to the Code (including obseques in the convolved income tax rates) or any regulations promulgated thereunder that affect the foloral income tax consequences to Lessor that were contemplated the remount of the periodic Rental Payment them in effect (Pax Law Change). The net offect of any adjustment under this Section 4(b) shall be to provide Lessor as Net Economic Return equal to the Net Economic Return that Lessor would have realized in no Tax Law Change had occurred.

(c) Any damages required by Scotion 4(b) above and any adjustment required by Scotion 4(b) showe shall be in the amount necessary to provide Lessor a net affectary yield, not after-sax cash flow and net after-tax book samings (Net Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedules if a Tax Lossor Tax Law Change (as when the same assumptions and pricing snalysis used by Lessor is determining the amount of the periodic Rental Payment then to the contemplated to the statemptions are affected by the Tax Lossor Tax Law Change (as applicable for compression contemplated to tax at the highest them applicable to the Change (as applicable to compositions and that Lessor has sufficient taxable income to other all deductions arising foreunder.

explicately at state. Without finding the generality of the foregoing, It shall be irrelated by prevanced that all secons of teacher for any year is subject to tax at the highest time applicable federal income are rate generally explicated to composition and that Lanor has sufficient unselle income to official and debutions arising formation.

(d) With expect in any damages or adjustments enleaded by Lessor as act forth above (Calcutation Amount, at the rought and exposus of Lessor, Lessor that subject the strangelions and calculation Amount of the enderson of Lessor's Net Economic Return. Such accountant determination with the Calcutation Amount does or does not maintain Lessor's Net Economic Return. Such accountants that the Calcutation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the lature, such accountants described in propriety and confidential property of Lessor and the case of the lature, such accountants described in the Calcutation and the such contribution provided to much accountants by Lessor contributes private, proprietary and confidential property of Lessor and these neperon others than the contribution of the adjusted access thereto.

EXECURITY INTEREET. If Option A has been aclosed, Lessor and Lessor intend the transaction described in this 3chedule to be a time feate, and Lessor brooky authorizes Lessor to this intending statement to give publid notice of Lessor's contending of the Eugenment. If and through a count of composers jurisdiction to be a bear intended for access the feater and the statement of give publid notice of Lessor's contending of the Eugenment. If and through a count of composers jurisdiction to be a bear intended for accession of the Calcutant and the contribution of the accession of the contribution of the contribution of the country of t

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#### EASE SCHEDULE **VITH FAIR MARKET VALUE 'URCHASE OPTION**

OCT 30 2000



SSEE: GENUITY SOLUTIONS, INC.	LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION				
ddress 50 Cambridge Park Drive	Address 2 GATEHAI PARSIPPAI	LL DRIVE NY, NJ 07054			
ity / State / Zip Sambridge, MA 02140	Lease Number e212580	Schedule N 01030	lumber		
SELLER: LUCENT TECHNOLOGIES INC.			Total Price Including Installation/One-Time Charges		
Description of Items to be Leased (the	Equipment)				
<u>Pefinity Prologix Solutions With Intuity</u> and other related items, including tereto; any software license or rights; and any related documentation, all a twoice(s) from the Seller(s).	ing any attachments, altera is may be more particularly o	lions, and additions described in the final			
		·			
HIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF ESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL IPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS CHEOULE.	•	Total This Page	\$92,030.13		
viditional Provisions	Attached (	SubTotal(s) from ) Additional Pages	:		
・ ・ ・ ・ ・ ・	To (Sum of	otal Purchase Price total prices including in/one-time charges)	\$92,030.13		
To the second se	Advance Rent \$0.00	\$1,678.63	Rental Payment		
quipment Location N 17th Street, Arlington, VA 22202	Rental Payment Period monthly	Latest Con	mencement Date 9/29/2000		
A.4	Lease Term (Months) 60				
HIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER I EASE MUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFI ONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESS WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS, LESSEE AGREESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTANDS, LESSEE AGREESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTANDS, LESSEE AGREE BASEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE RANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEG FLESSOR'S FORM LITE-TLS 1298 HI USE ON THE DATE LESSOR RECEIVES THE COPY EPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND EVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT (GHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTRACT (GHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTRACT OF PURCHASE DOCUMENTS AND MAY CONTRACT OF PURCHASE DOCUMENTS AND MAY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTRACT OF PURCHASE DOCUMENTS AND MAY AND ALL RIGHTS AND REMEDES CONFERRED OFFICER OF THE PURCHASE DOCUMENTS HAVE LESSOR RIGHTS AND REMEDES CONFERRED OFFICER OF THE PURCHASE DOCUMENTS HAVE LESSOR RECEIVED.	LIATE, AS LESSEE, AND LESSON'S STANDARD FORM LESSON (AS SON'S STANDARD FORM LESSON (AS HE TERMS AND CONDITIONS OF OF THIS SCHEDULE BY LESSON BIELE OR CHANGED (AND NOT INTISKING BY LESSEE WILL BE THIN ALL CLAIMS AND WARRANTIES IF OR PURICHASE DOCUMENTS OF ACT SELLER FOR A DESCRIPTION AUTOMALESSEE BY A DETICAL ESSEE BY A DESCRIPTION ALL CLAIMS AND WARRANTIES IF OR PURICHASE DOCUMENTS OF ACT SELLER FOR A DESCRIPTION ALL SESSEE BY ABTHOR ESSEE BY ARTHOR ESSEE BY	ON 113 APPLIES AS LESS 1298, PURSUANT TO S SPECIFIED BELOWY AND LITHIS SCHEDULE MAY BE OR ANY ASSIGNEE SHA IT OF THE COPY IS DELIVE! TILLED BY BOTH PARTIES! E TERMS AND CONDITION RELATING TO THE EQUIPM R HAS BEEN INFORMED BON OF SUCH RIGHTS. TO OF THE LCC AND ANY ANY	UCH TERMS AND CONDITIONS ESSOR AGREES TO LEASE TO OIFFERENT FROM THE TERMS LL NOT MATERIALLY CHANGE RED TO LESSOR BY FACSIMILE THE TERMS AND CONDITIONS S OF THE SCHEDULE, LESSEE ENT AND THAT IT ETHER HAS Y LESSOR THAT IT MAY HAVE THE EXTENT PERMITTED BY RIGHTS MOW OR HERREAFTER		
ESSEE: GENUITY SOLUTIONS, INC.		URT COMMUNICAT	поиз		
w. X Houth - by O. Mother full	By: X Lessor Authorized St	erman			
Lessee Authorized Signature		Herman H	ect My		

Print Name and Title

Date

Capitalized terms used in this Schedule that ar not otherwise defined herein shall have the meanings ascribed to them in Master Equipment Lease Agreement (Agree at) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during

the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's ourchase and mercyal options) shall continue to apoly.

(including Lesses's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lesses's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment deater) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its realize.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lesser shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

sence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of 18 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 48 months or greater, but less than 48 months or greater, but less than 48 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the internal Revenue Code of 1986, as amended

(Code), and accelerated (collectively, Tax Benefits) preciation deductions under applicable state law iee promises that at no time during the Term of this Schedule will Lessee (or a of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits, Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lesson and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral, Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where per-mitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor OF LESSOF'S AGENT. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or (acsimite transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. Lessee Agrees that if the Lessor Does not receive a written objection to the Additional Lease From the Lessee within 10 Days After the Date of the Additional Lease, Lessee will be Deemed to Have krevocably accepted the Additional Lease, such Additional Lease shall be governed by All of the Terms and conditions of this Lease. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only ft) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Selter's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment, or (z) grant any subsequent end-user of the Equipment, or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and

Until such License is provided to Lessor in accordance netwrith.

7. FACSIMILES. If a signed copy of this schedule is delivered to Lessor by FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS PIRST. LESSEE WAVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO RESOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLED. HAS NOT SEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRULL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MARBALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lesson and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

LTPF - TLS 12/98

## LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION



TOKOTIAGE OF THEM			Lucent Technologies
LESSEE: GENUITY SOLUTIONS, INC.	LESSOR: NEWCOURT CO FINANCE CORP		ONS
Address	Address	ORATION	
150 Cambridge Park Drive	2 GATEHALL DRI PARSIPPANY, NJ		
City / State / Zip	Lease Number	Schedule Nu	mher
Cambridge, MA 02140	e212580	01040	
SELLER: LUCENT TECHNOLOGIES INC.			Total Price Including Installation/One-Time Charges
Description of Items to be Leased (the	Equipment)		- Undigge
<u>Lucent Definity Addition</u> and other related items, including any attact software license or rights; and any related documentation, all as may be from the Setler(s).	hments, alterations, and additions		
This Schedule describes a coterminous add-on (Addition) to the Equipr (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Lessee shall, as applicable, purchase the Addition or renew this Schedule Renewal Term of the Primary Schedule; and (b) if Lessee is required to perimary Schedule, Lessee shall pay Lessor the Lessor's Return with respe	Equipment described in the Primar e for a Renewal Term of the same la ay Lessor the Lessor's Return with re	ry Schedule, ength as the	
Notwithstanding any terms to the contrary contained in the Equipment will be deemed irrevocably accepted by you upor invoice for charges related to the installation of the Equipme	n Lessor's receipt of the Selle		· .
THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSES FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAY OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.	· Tota	ıl This Page	\$57,135.40
Additional Provisions		Total(s) from tional Pages	
	Total Pur (Sum of total prio Installation/one-ti	chase Price ces including me charges)	\$57,135.40
	Advance Rent \$0.00	\$1,579.79	ntal Payment
Equipment Location 10 Moulton, Cambridge, MA 02140	Rental Payment Period monthly		encement Date 6/30/2000
	Lease Term (Months) 40		
THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFF CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LES (WHICH GESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGR LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER LESSEE'S OBLIGATIONS HEREUNDER LESSEE AGREES THAT IF A COPY OF THIS SCHEDUL TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLE OF LESSOR'S FORM LTPF-TLS 1298 IN USE ON THE DATE LESSOR RECEIVES THE COPY REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR FURCHASE DOCUMENTS AND MAY CON APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRE CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIAGREEMENT (AS DEFINED IN THE AGREEMENT).	FILIATE, AS LESSEE, AND LESSOR OR ITS AI SOOR'S STANDARD FORM LTPF-TLS 1298. IF EES TO LEASE FROM LESSOR (AS SPECIFIE THE TERMS AND CONDITIONS OF THIS SCH OF THIS SCHEDULE BY LESSOR OR ANY LE IS SIGNED BY IT AND THE FRONT OF THE GIBLE OR CHANGED (AND NOT INITIALED BY O' SIGNED BY LESSEE WILL BE THE TERMS O' ALL CLAIMS AND WARRANTIES RELATING OF THE TERMS OF THE TERMS OF THE TACT SELLER FOR A DESCRIPTION OF SL D UPON LESSEE BY ARTICLE 2A OF THE	FFILATE, AS LESSO PURSUANT TO SUC 3D SELOW) AND LES HEDULE MAY BE DII 'ASSIGNEE SHALL COPY IS DELIMERE' BOTH PARTIES), TI AND CONDITIONS IT TO THE EQUIPMEN WFORMED BY ICH RIGHTS. TO TUCC AND ANY RIGHTS. TO TUCC AND ANY RIGHTS.	PR, AND BY THE TERMS AND HITTERMS AND CONDITIONS SOOR AGREES TO LEASE TO FERRENT FROM THE TERMS NOT MATERIALLY CHANGE DTO LESSOR BY FACSIMILE HE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE IT AND THAT IT EITHER HAS LESSOR THAT IT MAY MAVE HE EXTENT PERMITTED BY SHTS NOW OR HEREAFTER
By: X.  Lipsee Authorized Stanature  The Print Name and Title	By: X CM B COURT CO	•	nt Margu
y 7-31-00	8	1/10/00	

Capitalized terms used in this Schedule that ar not otherwise defined herein shall have the meanings ascribed to them in Master Equipment Lease Agreement or Standard Lease Agreement (Agree al) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before

the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall con-tinue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lesser and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Approache Term: (t) this Schedule shall termants and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any lens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment

shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the initial Term or expiration of the frent existing term of this Schedule (whether it be the initial retrief or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended

(Code), and accelerated preciation deductions under applicable state law see promises that at no time during the Terrn of this (collectively, Tax Benefits) of its successors, sublessees or assigns) (agra-any Schedule will Lesses (or L action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affilials, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a fease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral), Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor OF LESSOF'S AGENT. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING

STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT,
5. LEASING ADDITIONAL EQUIPMENT, Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Selter by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and If Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lesse) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to

Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSON BY facsimile transmission, it will be binding on lessee. However, lessor will not be BOURD UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST, LESSEE WAVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DE-LIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED

COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lesson and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

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## LEASE SCHEDULE WITH FAIR MARKET VALUE



Address 2 GATEHAI PARSIPPA Lease Number 9212580	CORPORATION	
Address 2 GATEHAI PARSIPPA Lease Number 9212580	LL DRIVE NY, NJ 07054  Schedule	Number
e212580		Number
		Total Price Including Installation/One-Time Charges
the Equipment)		Ontaiges
	escribed in the final	
the Equipment described in the dute for a Renewal Term of the pay Lessor the Lessor's Retur	e Primary Schedule, same length as the	
oon Lessor's receipt of the	nedule, the e Seller's	
WAL	Total This Page	\$21,158.50
Attached (	SubTotal(s) from ) Additional Pages	
(Sum of	total prices including	\$21,158.50
Advance Rent \$0.00	\$902.41	Rental Payment
Rental Payment Period monthly		nmencement Date 6/30/2000
AFFILATE, AS LESSEE, AND LESSOR LESSOR'S STANDARD FORM LTPF-T GREES TO LEASE FROM LESSOR (AS NAT THE TERMS AND CONDITIONS OF FER OF THIS SCHEDULE BY LESSO! STAILE IS SIGNED BY UT AND THE FRO!	OR IT'S AFFILIATE, AS LE LS 1298, PURSUANT TO ! S SPECIFIED BELOW) AND F THIS SCHEDULE MAY BE R OR ANY ASSIGNEE SH NT OF THE COPY IS DEI W	SSOR, AND BY THE TERMS AND SUCH TERMS AND CONDITIONS LESSOR AGREES TO LEASE TO DIFFERENT FROM THE TERMS SUL NOT MATERIALLY CHANGE FRED TO LESSOR BY FACSIMU F
AND ALL CAMES AND WARANTES RACT OR PURCHASE DOCUMENTS O CONTACT SELLER FOR A DESCRIPTI RED UPON LESSEE BY ARTICLE 24 SHIGHTS AS DESCRIBED IN THE AGR	NELATING TO THE EQUIP OR HAS BEEN INFORMED I ION OF SUCH RIGHTS. TO A OF THE UCC AND ANY	MENT AND THAT IT ETHER HAS BY LESSOR THAT IT MAY HAVE O'THE EXTENT PERMITTED BY RIGHTS NOW OR HEREAFTER OR ANY OTHER FUNDAMENTAL
	ipment described in the Sche the Equipment described in the dule for a Renewal Term of the pay Lessor the Lessor's Retur pect to this Schedule.  The Agreement or this Schedule.  The Agreement or this Schedule  Attached (  The Control of the pect to the schedule of the pect to the schedule of the pect to this Schedule.  Attached (  The Control of the pect to the schedule of the sc	s may be more particularly described in the final importance in the Schedule Number 00170 the Equipment described in the Primary Schedule, dule for a Renewal Term of the same length as the pay Lessor the Lessor's Return with respect to the pect to this Schedule.  The Agreement or this Schedule, the con Lessor's receipt of the Seller's ment.  Total This Page  SubTotal(s) from Attached ( ) Additional Pages  Total Purchase Price (Sum of total prices including installation/one-time charges)  Advance Rent \$0.00 \$902.41

Capitalized terms used in this Schedule that an and otherwise defined herein shall have the meanings secribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this tease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

to the execution of this Schedule. Lessee must continence this tease on or detone
the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and
Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior
to the expiration of the Applicable Term, Lessee shall have the following purchase
and renewal options: (i) Lessee may purchase all (but not less than all) of the
Equipment at the end of the Applicable Term-at Feir Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12
months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined
below); it lessor reasonably determines that no material adverse change in Lessee's
business or financial condition has occurred since the beginning of the Term. If
Lessee decides not to purchase the Equipment or renew this Schedule at the end of
the Applicable Term, it shall provide Lessor with threvocable written-notice thereof at
least 90 days prior to the expiration of the Applicable Term.and return the Equipment
to Lessor in accordance with the terms of the Agreement.

to Lessor in accordance with the terms of the Agricement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lesser shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Valueron the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee falls to: (l) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee; if this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rontal Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule including Lessee's ourchase and renewal options) shall continue to epply.

If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration the Applicable Term and all other provisions of the Agreement and this Schedule (inctuding Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser sefected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length fransaction between an informed and willing lessor, neither under compulsion to lesse. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing seller under no compulsion to be send an informed and willing seller under no compulsion to sell, in determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (f) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or chains by Khrouch, occurried Lessor.

is," and without any warranty, express or implied from Lessor, ones than the absence of any lens or claims by, through, outlider Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of explation of the then existing term of this Schedule (whether it be the initial Term any Rentewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less than 38 months; 50% for a Term of less than 38 months; 50% for a Term of 26 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS, Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 187(a) and 188(b) (1) of the internal Revenue Code of 1986, as amended

(Code), and accelerate depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublassees or assigns) take any action or fall to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor fites tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that meither Lessee, any of its affiliates, nor any of its successors, sublassees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may like as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. Lessee thereby appoints Lesson on Lessee's behalf, rimancing statements coverning any equipment subject to this schedule on the Agreement.

STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING AODITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additional to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and it Lessor agrees to provide such financing. Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. Lessee AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL CEASE, SUCH ADOITIONAL LEASE THAT, EXCEPT AS OTHERWISE SPECIFICIO IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be truit and void and Lessee shall be responsible for fulfilling the obligations of the purchase Documents.

the manner and within the timeframes described above, such Additional Lease shall be notif and void and Lesses shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS, Lesses hereby assigns to Lessor all of Lesses's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lesses's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lesses pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lesses shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lesses shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor, any applicable license relating to use of any software, technical information, confidential business information and other documentation (collectivety, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent fidensing provisions, Lesses shall at all times remain liable to Seller as the licenses under the License, and Lessor shall not have any obligation therement unless and until such License.

Until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEYER OCCURS FRIST, LESSEE WANTES NOTICE OF LESSOR'S ACCEPTANCE. AND WANTES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAY THE SCHEDULE HAS NOY BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY PLARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by tressor and Lessee, only one copy of the Schedule shall be marked 'Original' (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the

LTPF - TLS 12/98

## LEASE SCHEDULE WITH FAIR MARKET VALUE



PURCHASE OPTION			Lucent Technologie:
LESSEE: GENUITY SOLUTIONS, INC.	LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION		
Address 150 Cambridge Park Drive	Address 2 GATEHALL PARSIPPAN	DRIVE	
City / State / Zip Cambridge, MA 02140	Lease Number e212580	Schedule t	lumber
SELLER: LUCENT TECHNOLOGIES INC.			Total Price Including Installation/One-Time Charges
Description of Items to be Leased (the	Equipment)		
Lucent Definity Upgrade & Cms and other related items, including any any software license or rights; and any related documentation, all as n invoice(s) from the Seller(s).			
This Schedule describes a coterminous add-on (Addition) to the Equipm (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Lessee shall, as applicable, purchase the Addition or renew this Schedule Renewal Term of the Primary Schedule; and (b) if Lessee is required to pa Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respec	Equipment described in the I for a Renewal Term of the say y Lessor the Lessor's Return	Primary Schedule, ame length as the	
Notwithstanding any terms to the contrary contained in the Equipment will be deemed irrevocably accepted by you upor invoice for charges related to the installation of the Equipme	Lessor's receipt of the		
THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.		Total This Page	\$225,432.22
Additional Provisions	Attached (	SubTotal(s) from Additional Pages	
	(Sum of tot	al Purchase Price al prices including one-time charges)	\$225,432.22
	Advance Rent \$0.00	\$6,528.52	Rental Payment
Equipment Location 3 Vandergraf Rd, Burlington, MA 01803	Rental Payment Period monthly	Latest Con	mencement Date 6/30/2000
	Lease Term (Months) 38		
THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFF CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LES (WHICH IS SEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTRANDS), LESSEE AGRI LESSEE THE ABOVE REFERENCED ECVIPMENT. IT IS UNDERSTOOD AND AGREED THAT AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER LESSEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDUL TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLE OF LESSOR'S FORM LIPP-TLS 1298 IN USE ON THE DATE LESSOR RECEIVES THE COPY.	EQUIPMENT LEASE AGREEMENT OR ILLATE, AS LESSEE, AND LESSOR OF SOR'S STANDARD FORM LTPF-TLS ES TO LEASE FROM LESSOR (AS SI THE TERMS AND CONDITIONS OF SI OF THIS SCHEDULE BY LESSOR C E IS SIGNED BY IT AND THE FROM " SIBLE OR CHANGED (AND NOT INITIA "SIGNED BY LESSEE WILL BE THE"	R ITS AFFELATE, AS LES 12/96, PURSUANT TO S PECIFEED BELOW) AND I HIS SCHEDULE MAY BE DR ANY ASSIGNEE SHA OF THE COPY IS DELIVE LLED BY BOTH PARTIES) TERMS AND CONDITION	SUR, AND BY THE THINGS AND UCH TERMS AND CONDITIONS . ESSOR AGREES TO LEASE TO DIFFERENT FROM THE TERMS IL NOT MATERIALLY CHANGE RED TO LESSOR BY FACSIMILE . THE TERMS AND CONDITIONS S OF THE SCHEDULE. LESSEE

REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSI	EE: GENUITY SOLUTIONS INC.	LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION
By: X	Muy	By: X Jean Cate
	Ira Parker, Chief Legal Counselor	Lessor Authorized Signature  Ran Cote, Account Majorn
	rint Name and Title 6/30/00	Print Name and Title 6/36/00
Ď	ate	Date

Capitalized terms used in this Schedule the se not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and

Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term-al Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessea's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with knevocable writtermotice thereof at least 90 days prior to the expiration of the Applicable Term.and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the

Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewel Term. Throughout the Renewal Term, Lessee shall pay Lessor the Pair Rentel Valueron the same date each period that the Rentel Payment was due during

(c) If Lessee (alie to: (i) provide Lessor with the 80 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month periods and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee

Agreement or Lessor terminates this Schedule by 30 days written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lesses's purchase and renewal options) shall continue to apply.

(d) Fair Rental Velue and Fair Markel Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an erm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the

Equipment Location and moving it to a new location shall not be deducted from as value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the lest-day of the Applicable Term: (f) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any items or dalms by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lesse Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase otherwise specified on the Iront of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of a8 months or greater, but less than 48 months; 10% for a Term of a months; 10% for a Term of a than 36 months; 60% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 45 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lesse

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the internal Revenue Code of 1986, as amended

(Code), and accelerate depreciation deductions under applicable state law (collectively, Tax Benefits), Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fait to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the

five years preceding the Commencement Date.

4. SECURITY INTEREST. Lossor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to life a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease inlended for security, to secure payment and performance of Lessea's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral, Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permilled by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral, if Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor OF LESSOF'S AGENT. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING

STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such tiems are additions to finance the costs of additional equipment (whather or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by (eleptione or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing. Lessor shall signify its agreement by preparing and sending to Lessoe a writing (Additional Lequipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. Lessee Agrees that if the lessor does not receive a written objection to the Additional Lease from the lessee within 10 days after the date of the Additional Lease, lessee will be deemed to have IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS

IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be roull and void and Lessee shall be responsible for fulfitting the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

9. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedute and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) retailing thereto. Except for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents as if an assignment had not occurred, Lessee shall obtain Seller's written consent to such assignment and under the Purchase Documents to the same extent as it an assignment had not occurred. Lesses shall obtain Setter's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor.any applicable license relating to the use of any antiwers, technical information, confidential business information and other documentation (collectivety, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment or (z) grant any subsequent end-user of the Equipment or z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessoe shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and

titill such License is provided to Lessot in accordance herewith.

7. FACSIMILES, IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSAMLE TRANSMISSION, IT WILL BE BRIDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE-BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WISCHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DE-Livers this schedule to lessor by facsimile transmission, lessee acknowledges that lessor is relying on lessee's representation that the schedule has not been changed. Lessee agrees that, notwithstanding any rule of evidence to the CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEOULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED

COPY SHALL BE DEEMED TO BE THE ORIGINAL.
8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lesson and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the

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## LEASE SCHEDULE WITH FAIR MARKET VALUE



PURCHASE OPTION Lucent Technologies LESSEE: GENUITY SOLUTIONS, INC. LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION Address Address 2 GATEHALL DRIVE 150 Cambridge Park Drive PARSIPPANY, NJ 07054 Lease Number Schedule Number City / State / Zip Cambridge, MA 02140 e212580 01070 Total Price including SELLER: LUCENT TECHNOLOGIES INC. Installation/Cire-Time Charges Description of Items to be Leased (the Equipment) Lucent Definity G3r With Intuity Audix and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s). Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's invoice for charges related to the installation of the Equipment. THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. **Total This Page** \$1,737,465.01 Additional Provisions SubTotal(s) from Attached ( Additional Pages Total Purchase Price (Sum of total prices including \$1,737,465.01 installation/one-time charges Advance Rent Rental Payment \$31,587.11 \$31,587.11 Rental Payment Period Latest Commencement Date **Equipment Location** 100 Metro North, Woburn, MA 01801 monthly 6/30/2000 ease Term (Months) 60

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER COUPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSE OR ITS AFFILIATE, AS LESSEE, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 1298, PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LEASE FOO LEASE TO THE SCHEDULE SAND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNES SHALL NOT MATERIALLY CHANGE LESSES OBLIGATIONS HEREUNDER, LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTERN THAT OF THE ACTION AS ARE MISSING OR ILLEGATED BY LESSOR WILL BE THE TERMS AND CONDITIONS OF LESSOR'S FORM LTF-T.T.S. 1298 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELEPT OR ANY AND ALL CLAMAS AND WARRANTES RELATING TO THE EQUIPMENT AND THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR PAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE

(SNEEMENT (AS DEFINED IN THE MORGENICAT).	
LESSEE: GENUITY SOLUTIONS, INC.	LESSOR: NEWCOURT COMMUNICATIONS
wy MMML	By: X Richard Extrustron
IRA PARKEL Chief LOGA) Courselor	Kichard E. Klughert Brector of Operation
Print Name and Title	Print Name and Wile
6-30-00 Date	Date Date

Capitalized terms used in this Schedule that ar otherwise defined herein shall have the meanings ascribed to them in raster Equipment Lease Agraement or Standard Lease Agreement (Agreement) Identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (8) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (I) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule. Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing setter under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its

value.

(e) If Lessee elects to purchase the Equipment and hes completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lesse Agreement and if it provides that Stipulated Loss Value is a component Lessor.

Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 187(a) and 168(b) (1) of the internal Revenue Code of 1986, as amended

(Code), and accelerated ciation deductions under applicable state law (collectively, Tax Benefits), t æ promises that at no time during the Term of this Schedule will Lessee (or arr, of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease inlended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a securit, interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral, Lessor or Lessor's agent may file as a financing statement any lease document for copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING

STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lesse) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE KRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the

purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order isued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY facsimile transmission, it will be binding on lessee. However, lessor will not be BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSON'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DE-LIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEOULE HAS NOT BEEN CHANGED, LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

\*LTPF--- \$1 \$ 12/98

#### LEASE SCHEDULE WITH FAIR MARKET VALUE JURCHASE OPTION



Page 2 of 11

LESSEE: GENUITY SOLUTIONS, INC.	LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION		
Address 150 Cambridge Park Drive	Address 2 GATEHALL DRIVE PARSIPPANY, NJ 07054		
City / State / Zip Cambridge, MA 02140	Lease Number Schedule Number e212580 01080		
SELLER: LUCENT TECHNOLOGIES INC.			Total Price Including Installation/One-Time Charges
Description of Items to be Leased (th	e Equipment)	1	
Lucent Definity Prologix With Intuity Audix and other related items, incithereto; any software license or rights; and any related documentation, all invoice(s) from the Seller(s).  Notwithstanding any terms to the contrary contained in the Equipment will be deemed irrevocably accepted by you upoinvoice for charges related to the installation of the Equipment is intended to the installation of the Equipment in the installation in the in	as may be more particularly described  Agreement or this Schedule, to  Lessor's receipt of the Selfer  ent.  Total	in the final he	\$114.946.79
OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF TH SCHEDULE.	IS .		*************
Additional Provisions		otal(s) from onal Pages	
	Total Purc (Sum of total price installation/one-tim	s including	\$114,946.79
	Advance Rent \$2,089.73	\$2,089.7	Rental Payment
Equipment Location 9425 Se 36th, Mercer Island, WA 98040	Rental Payment Period monthly	Latest Cor	nmencement Date 6/30/2000
	Lease Term (Months) 60		

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILLATE, AS LESSEE, AND LESSOR OR ITS AFFILLATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 1298, PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT, IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF THE SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF THE SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF THE SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF THE SCHEDULE LESSEE SOBLIGATIONS HEREUNDER, LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR BLEGGIBLE OR CHANIGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND WAY CONTRACT OR PURCHASE DOCUMENTS AND WAY CONTRACT OR PURCHASE OF THAT IT MAY HAVE RIGHTS AND MAY CONTRACT OR PURCHASE OF THE COPY OF THE SUPPLY CONTRACT OR PURCHAS

LESSEE:	GENUITY SOLUTIONS, INC	LESSOR:	NEWCOURT COMMUNICATIONS FINANCE CORPORATION
By: <u>X.</u>	Authorized Signature	By: X	Lan Atthorized Signature
ı I	ra Parker, Chief Legal Counselor		lean Cate Account Monog
	Vame and Title /30/00	Print Na	me and Title 6/30/00
Date		Date	

Capitalized terms used in this Schedule the ...e not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lesse Agreement (Agreement) Identified by the Lesse Number specified on the front of this Schedulo, References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and

Lessee delivers to Lessor an Irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewed options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term-at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule (or a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined to the content of the Applicable than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined to the content of the Applicable than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined to the Applicable than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined to the Applicable than 12 months to the Applicable than 12 months to the Applicable than 12 months to the Applicable than 13 months to the Applicable than 14 months to the Applicable than 15 months than 15 months than 15 months than 15 months that 15 months than 15 months below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term, Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during

the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall con-tinue to pay Lessor the periodic Rental Payments in affect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule

(including Lesse's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an Determined by agreement of Lessor and Lessoe, in, at Lessoe's suite expenses, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessoe and an informed and willing lessor, neither under compulsion to lesse. Fair Market Value means the total price that would be bridge configuration to leader. Fall funds a variety and the section between an informed and willing buyer (other than a used equipment dealer) under no computation to buy and an informed and willing seller under no computation to self. In determining Fair Rentel Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new facation shall not be deducted from its

value.

(a) If Lessee elects to purchase the Equipment and has completely fulfitled the terms and conditions of the Agreement and this Section 1, then on the last-day of the AppRoable Term; (1) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any werranty, express or implied from Lessor, other than the absence of any fights or claims by, through, occurred Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lesse Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the turn of (i) an amount calculated by Lessor that is the present value

shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing lerm of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 85% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months applicable by the Agreement is a Standard Lesse greater. This Section is not applicable if the Agreement is a Standard Lease

1. TAX BENEFITS, Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 187(a) and 168(b) (1) of the internal Revenue Code of 1986, as amended (Code), and accelerate depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or tall to take any action that would result in a loss, reduction, deferrat, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Bensilis. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee Intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction in be a lease inlended for security, to secure payment and performance of Lesser's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including Insurance proceeds) therefrom as well as a security interest in any other equiping insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectivaly, Collateral), Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral, Lessor or Lessor's agent. may file as a financing statement any lease document (or copy thereof, where permilled by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessoe fails to execute any such document; Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor

Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. Lessee Hereby Appoints Lessor or Lessor's Designee As Lessee's Attornety-without of Execute and File, on Lessee's Behalf, Financing Statements covering any equipment subject to this schedule or the Agreement.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additional to the Equipment) by sending Lessor a purchase order or by contacting us or the Seiter by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or-less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. Lessee Agrees that if the Lessor Does Not conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE RREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE, If Lessee Objects in GOVERNED BY ALL OF THE TERMS AND COMMINGS OF THIS DEAD. IT Desired colocus in the menner and within the timeframes described above, such Additional Lease shall be responsible for fullilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS, Lessee hereby assigns to

Lessor all of Lessoe's night and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessoe's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only it) the Equipment is accepted by Lessae pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessae shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser. under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional written agreement that upon any tertuin of the coupriment to tessor, at no additional fee or charge Seller will either (y) great Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment or (z) great any subsequent end-user of the Equipment or (z) great any subsequent licensing provisions, Lessee shell at litimes remain liable to Seller's then-current licensing provisions, Lessee shell at the same any objective for the second of the second lesser exhibit set that any objective the second of the sec under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES, IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY

FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE-BY MANUALY ENGAING IT OR BY PURCHASING THE EQUIPMENT, WHICKEVER OCCURS FIRST, LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DE-LIVERS THIS SCHEDULE TO LESSOR BY FACSHMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED, LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED

COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule ere signed by bessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes challed paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the

LTPF - TLS 12/98

## LEASE SCHEDULE WITH FAIR MARKET VALUE



PURCHASE OPTION	•		Lucent Technologie
LESSEE: GENUITY SOLUTIONS, INC.	LESSOR: NEWCOURT OF		TIONS
Address 150 Cambridge Park Drive	Address 2 GATEHALL DRIVE PARSIPPANY, NJ 07054		
City / State / Zip Cambridge, MA 02140	Lease Number e212580	Schedule 01090	Number
SELLER: LUCENT TECHNOLOGIES INC.			Total Price Including Installation/One-Time Charges
Description of Items to be Leased (the	Equipment)		
<u>Lucent Definity Prologix With Intuity Audix</u> and other related items, incluthereto; any software license or rights; and any related documentation, all a invoice(s) from the Seller(s).	iding any attachments, alterations is may be more particularly descr	s, and additions ribed in the final	
IL Tax of \$8625.37 is included in the Total Purchase Price.			
Notwithstanding any terms to the contrary contained in the	Agreement or this Schedu	le, the	
Equipment will be deemed irrevocably accepted by you upor			
invoice for charges related to the installation of the Equipment	nt,		
THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSES FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.	.l T	otal This Page	\$132,332.59
Additional Provisions		SubTotal(s) from additional Pages	
	(Sum of total	Purchase Price prices including e-time charges)	\$132,332.59
	Advance Rent \$2,405.81		Rental Payment 1
Equipment Location 8725 Higgins Rd Ste 555, Rosemont, IL 60018	Rental Payment Period monthly	Latest Co	numencement Date 6/30/2000
	Lease Term (Months) 60		
THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFF CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNIDERSTANDS), LESSEE AGRIESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OF TRANSFER LESSEE'S OBLIGATIONS HEREUNDER LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR RLEGOF LESSES THAT IS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONFERRED APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RICAGREEMENT).	ILIATE, AS LESSEE, MID LESSON OF THIS 12/2 EES TO LEASE FROM LESSON (AS SPECTHE TERMS AND CONDITIONS OF THIS OF THIS SCHEDULE BY LESSON OR LE IS SIGNED BY IT AND THE FRONT OF GIBLE OR CHANGED (AND NOT INITIALE OF SIGNED BY LESSEE WILL BE THE TEP DO ALL CLAMS AND WARRANTIES RELATION OR PURCHASE DOCUMENTS OR HAI TACT SELLER FOR A DESCRIPTION OF THOSE OF THE TEP OR PURCHASE DOCUMENTS OR HAI TACT SELLER FOR A DESCRIPTION OF THE SESSEE BY ARTICLE 2A OF TO THOSE OF THE SESSEE BY ARTICLE 2A OF TO THE SESSEE BY ARTICLE 2A OF THE SESSEE BY ARTICLE AT TH	98. PURSUANT TO: CIFIED BELOW) AND SCHEDULE MAY BE ANY ASSIGNES SH THE COPY IS DELIVI D BY BOTH PARTIES RMS AND CONDITIO TING TO THE EQUIP S BEEN INFORMED F SUCH RICHTS. THE LICE AND AND AND AND AND CONDITIO THE LICE AND ANY	SUCH TERMS AND CONDITIONS LESSOR AGREES TO LEASE TO E DIFFERENT FROM THE TERMS ALL NOT MATERIALLY CHANGE EFEO TO LESSOR BY FACSMILE BY THE TERMS AND CONDITIONS MS OF THE SCHEDULE, LESSEE MENT AND THAT IT EITHER HAS BY LESSOR THAT IT MAY HAVE O THE EXTENT PERMITTED BY RIGHTS NOW OR HEGERAFTER RIGHTS NOW OR HEGERAFTER
LESSEE: GENUITY SOLUTIONS, INC.	FINANCE CO	COMMUNICA	
By: X Lessee Authorized Signature Ira Parker, Chief Legal Counselor	By: X Lessor Authorized Signal	ture	Lecous + Mana
Print Name and Title	Print Name and Title	175 CI	- way
6/30/00		6/36/	(N)

Date

Capitalized terms used in this Schedule the Lie not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Leasa shall have the meanings ascribed to them in the Master Equipment Lessa Agreement or Standard Lessa Agreement (Agreement) identified by the Lessa Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the tront of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this tease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior

Lesses believers to Lessor an inevocation when election notice at least 30 days prior to the expiration of the Applicable Term. Lessee shall have the following purchase and renewal options: (i) Lessea may purchase all (but not less than ell) of the Equipment at the end of the Applicable Term-at Fair Market Value (as defined below); of (ii) Lessea may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's between the hosting of the Tessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment

to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew. This Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during

(c) If Lessee fells to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Markel Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schodule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall con-tinue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor, Fair Rental Value means, the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under computsion to lease, Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no computation to buy and Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the lerms and conditions of the Agreement and this Section 1, then on the lest day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lesser shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE 13," and without any warranty, express or implied from Lessor, other than the ab-sence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lesse Agreement and If it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment

Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shell equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Psyments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing ferm of this Schedule (whether it be the initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed estensived above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 45 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater, but less than 72 months; and 20% for a Term of 72 months or 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 187(a) and 188(b) (1) of the internal Revenue Code of 1986, as amended

(Code), and acceleration deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, subtessees or assigns was, is or will become a tax-exempt entity described in section 188(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee Inland the transaction described In this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment, If mancing statement to give public house of Lessor's ownership of the Equipment, It such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lesse's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment forced between the late Agreement in the agreement in the security interest in any other equipment forced between the late Agreement and the security interest in any other equipment forced between the late Agreement and the security interest in any other equipment forced between the late. ment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral), Lessee shall execute and timety defiver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral, Lessor or Lessor's agent may file as a finencing statement any lease document (or copy thereof, where per-mitted by law) Lessor deems necessary to perfect or protect Lessor's security inter-est in the Collateral. If Lessee falls to execute any such document, Lessor or Lessor's egent is hereby authorized to file any of the foregoing signed only by Lessor OF LESSOF'S AGENT, LESSEE HEREBY APPOINTS LESSOR OF LESSOF'S DESIGNEE AS LESSEE'S ATTORNEY-IN-PACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING

STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT: Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additional to the Equipment) by sending Lessor a purchase order or by contacting us or the Select by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and it Lessor agrees to provide such financing, Lessor shell signify its agreement by preparing and sending to Lesses a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE PREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in

GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be rull and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lesser at of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) intelling thersto. Except for the obligation to pay pursuant to the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchase pocuments to the same extent as if an assignment had not under the Purchase Documents to the same extent as if an assignment had not under the Purchase Documents to the same extent as if an assignment had not occurred. Lesses shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor, any applicable license retating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions, Lesses shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES, If A SIGNED COPY OF THIS SCHEDILE IS DELIVERED TO LESSOR BY

7. FACSIMILES, IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE, HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSBILLE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEOLILE HAS NOT BEEN CHANGED, LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY. IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by bessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all ofter copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the

#### LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION



	<del>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~</del>		FELLIN (SUM DIOGRES
LESSEE: BBN CORPORATION	LESSOR: NEWCOURT COMMUNICATIONS		
	FINANCE CORPORATION		
Address	Address		
150 Cambridge Park Drive	2 GATEHALL DRIVE		
	PARSIPPANY, NJ. (		
City / State / Zip	Lease Number	Schedule N	Viimber
Cambridge, MA 02140	e212580	01100	1011100
- Vallagorius Valla	0212000	10 (100	Total Orion to study
SELLER: LUCENT TECHNOLOGIES INC.			Total Price Including Installation/One-Time Charges
Description of Items to be Leased (the	Equipment)		
<u>Lucent Definity Prologix</u> and other related items, including any attack software license or rights; and any related documentation, all as may be rifrom the Seller(s).			
IL Tax of \$5,064.60 is included in the Total Purchase Price.			
"Notwithstanding any terms to the contrary contained in the Equipment will be deemed irrevocably accepted by you upon			
invoice for charges related to the installation of the Equipment		J	
	3		
	T		
THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.	Total	This Page	\$78,352.17
Additional Provisions		tal(s) from	
		nal Pages	
	Total Purch		#70 250 47
	(Sum of total price installation/one-time	s including	\$78,352.17
	Advance Rent		Pontat Claumant
	\$1,424.44	\$1,424.44	Rental Payment
		·	<u>.</u>
Equipment Location	Rental Payment Period	Latest Com	mencement Date
120 S Lasalle St 18th Fir, Chicago, IL 60603	monthly	<u> </u>	<b>4</b> /30/2000
	Lease Term (Months) 60 %		
THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFF	EQUIPMENT LEASE AGREEMENT OR STANDA		
CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESS (WHICH IS LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGRE LESSEE THE ABOVE REPERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT	SOR'S STANDARD FORM LTPF-TLS 12/98. PU	RSUANT TO S	UCH TERMS AND CONDITIONS
(WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGRE	EES TO LEASE FROM LESSOR (AS SPECIFIED THE TERMS AND CONDITIONS OF THIS SCHE	BELOW) AND U	ESSOR AGREES TO LEASE TO
AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER	OF THIS SCHEDULE BY LESSOR OR ANY	SSIGNEE SHA	LL NOT MATERIALLY CHANGE
AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER LESSEE'S OBLIGATIONS HEREUNDER, LESSEE AGREES THAT IF A COPY OF THIS SCHEDU	EIS SIGNED BY IT AND THE FRONT OF THE C	OPY IS DELIVE	RED TO LESSOR BY FACSIMILE
TRAISMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEC OF LESSOR'S FORM LTPF-TLS 1298 IN USE ON THE DATE LESSOR RECEIVES THE COPY REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND	SIBLE OR CHANGED (AND NOT INITIALED BY B SIGNED BY LESSEE WILL BE THE TERMS AL	OTH PARTIES), VO CÓMOITION	, THE TERMS AND CONDITIONS S OF THE SCHEDULE LESSES
REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND	ALL CLAIMS AND WARRANTIES RELATING T	O THE EQUIPM	IENT AND THAT IT EITHER HAS
DEVIEWED ADDOCUTED AND DECEMEN A CODY OF THE ADDITION EQUIPMENT OF THE ADDITIONAL PROPERTY.	TOR PURCHASE IXXXIMENTS OR HAS HEE	<b>ТИМИНЫ № МЕТО</b> М	Y 1 EXSIDE THAT IT MAY HAVE
RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONT APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERREL	DIPON LESSEE BY ARTICLE 2A OF THE U	CC AND ANY I	RIGHTS NOW OR HEREAFTER
CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIG	SHTS AS DESCRIBED IN THE AGREEMENT, TH	IS SCHEDULE	OR ANY OTHER FUNDAMENTAL
AGREEMENT (AS DEFINED IN THE AGREEMENT).			
LESSEE: BBN CORPORATION	LESSOR: NEWCOURT CO	MMUNICA'	TIONS
	FINANCE CORE		
111111			•
But Y //////	By: X Can C	Te	
By: X Lesset Authorized Signature	Lessor Authorized Signature.		
	cessor manages ordinating	1 /	1 11/0.
Ira Parker, Chief Legal Counselor	Jeanin	de 1	court muly
Print Name and Title	Print Name and Title	1/2 /	town + Maray
6/30/00	· 6.	B8/0	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
		$cov_{\mathcal{L}}$	

Capitalized terms used in this Schedule the the not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on Purchase rince and Kental Payment shall mean the estimates titlefold specified the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lesse on or before the date Lessor's pricing and credit approvals expire (Letest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and

Case 1:06-cv-00121-SLR

1. PURCHASE AND RENEWAL OPTIONS. (a) If no event of Default exists and Lessee delivers to Lessor an Irrevocable written election notice at least 30 days prior to the expiration of the Applicable Term. Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term-at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lesser reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee defices not to purchase the Equipment or renew this Schedule at the end of business of injurious common has becomes and the beginning of the feth.

Lessee decides not to purchase the Equipment or renew this Schedule at the end of
the Applicable Term, it shall provide Lessor with krevocable writter-notice thereof at
least 90 days prior to the expiration of the Applicable Term, and return the Equipment
to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew.his Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lesser the Fair Rentel Value on the same date each period that the Rentel Payment was due during

(c) If Lessee falls to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee, if this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedula (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing the lessor, relibration to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value, or Fair Market Value, the costs of removing the Equipment from the Value or Falt Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in that

Applicable Term: (i) this Schedule shall terminate and, except as provided in this Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lesser shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lesse Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equel the sum of (i) an amount calculated by Lessor that is the present value discounted of Stipulated Loss Value of the Equipment shall equel the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per aroum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anlicipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or expiration of the then existing term of this Schedule (whether it be the initial Term or any Renews! Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less than 56 months; 50% for a Term of 35 months or greater, but less than 48 months: 40% for a Term of 48 months or greater, but less then 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the internal Revenue Code of 1986, as amended

(Code), and accelerate depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or tall to take any action that would result in a loss, reduction, deferral, recepture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that meither Lessee, any of its affiliates, nor any of its successors, sublessees or essigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee Intend the transaction described in the transaction described in the transaction described.

in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including Insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents. Lessor deems necessary to perfect or protect Lessor's security interest in the Colleteral, Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral, if Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor OF LESSOF'S AGENT LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS

or Lessor's agent Lessee Hereby APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-N-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lesses may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the astimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by omparing and sending to Lessee a writing (Additional Lease) describing the preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DESMED TO HAVE RREEVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS INTERVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND MARKED THAT, EASE-1 AD CONFERMISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE COVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lease objects in the manner and within the timeframes described above, such Additional Lease shall be multi and void and Leasee shall be responsible for fulfilling the obligations of the

be-nult and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Setter for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Selter to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not comment and described by the same shall obtain Seller's written consent to such assignment and under the Purchase Documents to the same extent as it an assignment has not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor, any applicable it canse relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such Circense to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licenses under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

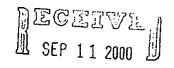
7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE, HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE-BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DE-LIVERS THIS SCHEDILLE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED

COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by bessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and and Lessee, only one copy or the scribble shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

LTPF TLS 12/98 ·

#### LEASE SCHEDULE WITH FAIR MARKET VALUE **PURCHASE OPTION**





	DV		
YESSEE: GENUITY SOLUTIONS, INC.	LESSOR:NEWCOUR FINANCE C	T COMMUNICA CORPORATION	TIONS
Address 150 Cambridge Park Drive	Address 2 GATEHAL PARSIPPAN	L DRIVE IY, NJ 07054	
City / State / Zip Cambridge, MA 02140	Lease Number e212580	Schedule t 01110	Number
SELLER: LUCENT TECHNOLOGIES INC.			Total Price Including Installation/One-Time Charges
Description of Items to be Leased (the	Equipment)		
<u>Lucent Definity Prologix With Intuity Audix</u> and other related items, includereto; any software license or rights; and any related documentation, all a invoice(s) from the Seller(s).	as may be more particularly de	escribed in the final	
"Notwithstanding any terms to the contrary contained in the Equipment will be deemed irrevocably accepted by you upor invoice for charges related to the installation of the Equipment	n Lessor's receipt of the		
THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.		Total This Page	\$109,137.66
Additional Provisions	Attached (	SubTotal(s) from ) Additional Pages	
	(Sum of to	fal Purchase Price of the prices including of the prices including of the prices including of the prices of the pr	\$109,137.66
	Advance Rent <b>\$1,984.12</b>	\$1,984.12	Rental Payment
Equipment Location 8899 University Lane, San Diego, CA 92122	Rental Payment Period monthly	Latest Con	mencement Date 8/30/2000
	Lease Term (Months) 60		
THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFF CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LES (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREE LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER LESSEES OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDUL TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLE OF LESSOR'S FORM LTPF-TLS 1298 IN USE ON THE DATE LESSOR RECEIVES THE COPY OF LESSOR'S FORM LTPF-TLS 1298 IN USE ON THE DATE LESSOR RECEIVES THE COPY OF THE SELLER FOR ANY ANY REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT OR PURCHASE DOCUMENTS AND AND ALL CONTACT OR PURCHASE DOCUMENTS AND MAY CONTACT OR PURCHASE DOCUMENTS AND AND ALL CONTACT OR PURCH	LE IS SIGNED BY IT AND THE FRONT GIBLE OR CHANGED (AND NOT INITI ("SIGNED BY LESSEE WILL BE THE D ALL CLAIMS AND WARRANTIES OR HIBCHASE DOCIMENTS OR	FOF THE COPY IS DELIVE IALED BY BOTH PARTIES] TERMS AND CONDITION ELATING TO THE EQUIPA HAS REEN INFORMED E	RED TO LESSOR BY FACSIMILE I, THE TERMS AND CONDITIONS IS OF THE SCHEDULE. LESSEE MENT AND THAT IT EITHER HAS BY LESSOR THAT IT MAY HAVE
LESSEE: GENUITY SOLUTIONS, INC.  By: X Office Signature		RT COMMUNICA CORPORATION	TIONS
OTTY WESTENFIELD, DIR. 17 Print Name and Title 9 18 100	• • • • • • • • • • • • • • • • • • • •	Terman A 9/12/c	ect Mgr.

Capitalized terms used in this Schedule that ar delined herein Master Equipment Lease shall have the meanings ascribed to them in to Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and ponditions of this Schedule shall prevail over any conflicting or inconsistent terms nd conditions in the Agreement and/or any amendments thereto entered into prior à the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvats expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with Irrevocable written notice thereof at

teast 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during

the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic mount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and en informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE

Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term): plus (ii) the present value (computed as any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 66% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 80 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under ections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended

eciation deductions under applicable 😥 👵 🖘 🕳 (Code), and accelerated (collectively, Tax Benefits). L. Jee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment, If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permilited by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and If Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lease shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to

Lessor all of Lessee's right and interests in and to (a) the Equipment described in Lessor all of Lessor's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessoe pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain flable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY Facsimile transmission, it will be binding on lessee. However, Lessor will not be BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DE-LIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS. SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of the Schedule shall be marked "Originat" (Originat), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

#### LEASE SCHEDULE WITH, FAIR MARKET VALUE **PURCHASE OPTION**



**Lucent Technologies** 

<u> </u>			encour tochitotodi
ZESSEE: GENUITY SOLUTIONS, INC.	LESSOR: NEWCOURT CO FINANCE CORP		
Address	Address	OKATION	·····
150 Cambridge Park Drive	2 GATEHALL DRI PARSIPPANY, NJ		·
City / State / Zip	Lease Number	Schedule	Number
Cambridge, MA 02140	e212580	01120	Namber
SELLER: LUCENT TECHNOLOGIES INC.			Total Price Including Installation/One-Time Charges
Description of Items to be Leased (the	Equipment)		
<u>ucent Definity Prologix With Intuity Audix</u> and other related items, inclundered; any software license or rights; and any related documentation, all any ordered; from the Seller(s).	iding any attachments, alterations, a is may be more particularly describe	ind additions d in the final	•
Notwithstanding any terms to the contrary contained in the equipment will be deemed irrevocably accepted by you upor nvoice for charges related to the installation of the Equipment	n Lessor's receipt of the Selle		•
HIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF ESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL IPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS ICHEDULE.	Tota	I This Page	\$164,339.95
Additional Provisions		Total(s) from	
		tional Pages	·····
		chase Price	*404.000.0#
	(Sum of total pric		\$164,339.95
	installation/one-tir		
	Advance Rent \$2,987.70	\$2,987.70	Rental Payment
quipment Location	Rental Payment Period	Latest Com	mencement Date
64 Ferguson Drive, Mountain Vlew, CA 94043	monthly		7/31/2000
	Lease Term (Months) 60		
HIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER I EASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFI ONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESS WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT TO CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER ESSEE'S OBLIGATIONS HEREUNDER, LESSEE AGREES THAT IF A COPY OF THIS SCHEDULES AND STANDING ON OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEG F LESSOR'S FORM LTPF-TLS 1298 IN USE ON THE DATE LESSOR RECEIVES THE COPY FRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND EPICEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT GHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTRICT GHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTRICT OR PURCHASE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED DINFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIG SREEMENT (AS DEFINED IN THE AGREEMENT).	SOR'S STANDARD FORM LTPF-TLS 1298. F EES TO LEASE FROM LESSOR (AS SPECIFIE THE TERMS AND CONDITIONS OF THIS SCH- OF THIS SCHEDULE BY LESSOR OR ANY E IS SIGNED BY IT AND THE FRONT OF THE SIBLE OR CHANGED (AND NOT INITIALED BY SIGNED BY LESSEE WILL BE THE TERMS ALL CLAIMS AND WARRANTIES RELATING IT OR PURCHASE DOCUMENTS OR HAS BEI ACT SELLER FOR A DESCRIPTION OF SU	PURSUANT TO SED BELOW! AND I DELOW! AND I REDULE MAY BE ASSIGNEE SHATCOPY IS DELIVER BOTH PARTIES!, AND CONDITION TO THE EQUIPMED INFORMED BITCH RIGHTS. TO	UCH TERMS AND CONDITIONS LESSOR AGREES TO LEASE TO DIFFERENT FROM THE TERMS LL NOT MATERIALLY CHANGI RED TO LESSOR BY FACSIMILL THE TERMS AND CONDITIONS S OF THE SCHEDULE, LESSEI ENT AND THAT IT ENTHER HAS Y LESSOR THAT IT MAY HAVE THE EXTENT PERMITTED BY
ESSEE: GENUITY SOLUTIONS, INC.	LESSOR: NEWCOURT CO		TIONS
y: X Lessee Authorized Signature  VIra Farker Chief Legal Concre	By: X CAN C	ote .	Account Mon
Pgint Name and Title	Print Name and Title		1
71-31/00		10/00	

CIVIL ACTION NUMBER:

COUNTY:

## SUPERIOR COURT CIVIL CASE INFORMATION STATEMENT (CIS) 389304

Civil Case Code CDBT Civil Case	Type Debt/Breach of Contract
. (SEE REVERSE	Side for Code and Type)
Caption:	Name and Status of Party filing document:
CTT Communications Finance Corneration	CIT Communications Finance Corp Plaintiff
CIT Communications Finance Corporation,	CII Communications rinance corp risintiii
Plaintiff,	Document Type: (e.g.; Complaint; Answer with counterclaim)
<b>v.</b>	Complaint
	Non-Arbitration X
Level 3 Communications, LLC and	(CERTIFICATE OF VALUE MAY BE REQUIRED)
Level 3 Communications, Inc.,	Arbitration Mediation Neutral Assessment
	DEFENDANT (CIRCLE ONE) ACCEPT REJECT
Defendants.	JURY DEMAND YES X NO
	TRACK ASSIGNMENT REQUESTED (CIRCLE ONE)
	EXPEDITED STANDARD COMPLEX
Amazonia Nasara	Torrest and Dr. Land Control of the
ATTORNEY NAME(S):	IDENTIFY ANY RELATED CASES NOW PENDING IN THE SUPERIOR COURT BY CAPTION AND CIVIL ACTION NUMBER INCLUDING JUDGE'S INITIALS
Andrew C. Kassner, Howard A. Cohen	NONE
Attorney id(s);	NORE
Del. Bar #4507, #4082	
FIRM NAME:	EXPLAIN THE RELATIONSHIP(S):
Drinker Biddle & Reath LLP ADDRESS:	
AUURESS.	
1100 N. Market Street, Suite 1000	
Wilmington, DE 19801-1254	
TELEPHONE NUMBER:	
(302) 467–4200	OTHER UNUSUAL ISSUES THAT AFFECT CASE MANAGEMENT:
FAX NUMBER:	NONE
(302) 467–4201	
E-MAIL ADDRESS:	
howard.cohen@dbr.com	(IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH PAGE)
	The state of the s

The Prothonotary will not process the complaint, answer, or first responsive pleading in this matter for service until the case information statement (cis) is filed. The failure to file the cis and have the pleading processed for service may result in the dismissal of the complaint or may result in the answer or first responsive pleading being stricken.

# EXHIBIT B

## IN THE SUPERIOR COURT FOR THE STATE OF DELAWARE IN AND FOR NEW CASTLE COUNTY

CIT COMMUNICATIONS FINANCE CORPORATION,	)
Plaintiff,	) Civil Action No. 06C-01-236 (JRS)
v.	) NOTICE OF REMOVAL ) TO FEDERAL COURT
LEVEL 3 COMMUNICATIONS, LLC and:	)
LEVEL 3 COMMUNICATIONS, INC.,	)
Defendants.	) )

# DEFENDANTS LEVEL 3 COMMUNICATIONS, LLC AND LEVEL 3 COMMUNICATIONS, INC.'S NOTICE OF FILING PETITION FOR REMOVAL

PLEASE TAKE NOTICE that Level 3 Communications, LLC and Level 3 Communications, Inc., defendants in the above-captioned action, have on this day filed a Notice of Removal, a copy of which is annexed hereto, in the office of the Clerk of the United States District Court for the District of Delaware.

With the filing of this Notice, this action has been removed to the United States District Court for the District of Delaware and, pursuant to 28 U.S.C. § 1446(d), there shall be no further proceedings in this Court.

Dated: February 24, 2006

Steven L. Caponi (DSBA No. 3484)

Chase Manhattan Centre

BLANK ROME

1201 Market Street, Suite 800

Wilmington, DE 19801

(302) 425-6408

(302) 428-5016 (Fax)

Attorneys for Defendants

Level 3 Communications, LLC and

Level 3 Communications, Inc.

#### **CERTIFICATE OF SERVICE**

I, Steven L. Caponi, hereby certify that on this 24th day of February, 2006, copies of Defendants Level 3 Communications, LLC and Level 3 Communications, Inc.'s Notice Of Removal To Federal Court was served by hand upon:

Howard A. Cohen, Esquire Drinker Biddle & Reath 1100 N. Market Street Suite 1000 Wilmington, DE 19801

Steven L. Caponi (# 3484)

#### **CERTIFICATE OF SERVICE**

I, Steven L. Caponi, hereby certify that on this 24th day of February, 2006, copies of Defendants Level 3 Communications, LLC and Level 3 Communications, Inc.'s Notice Of Removal were served by hand upon:

Howard A. Cohen, Esquire Drinker Biddle & Reath 1100 N. Market Street Suite 1000

Wilmington, DF 19801

Steven L. Caponi (# 3484)

#### **CIVIL COVER SHEET**

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS CIT Communications Finance	ee Corporation	DEFENDANTS Level 3 Communications, L. Level 3 Communications, In		
(b) COUNTY OF RESIDENCE OF (EXCEPT IN U.	FIRST LISTED PLAINTIFF S. PLAINTIFF CASES)	NOTE: IN LAND CONI TRACT OF LAN	.s. PLAINTIFF CASES OF DEMNATION CASES, USE ID INVOLVED.	
(c) ATTORNEYS (FIRM N. Howard A. Cohen, Esquire (Drinker Biddle & Reath 1100 N. Market Street Suite 1000 Wilmington, DE 19801 (302) 467-4200	AME, ADDRESS AND TELEPHONE NUMBE DSBA No. 4082)	Steven L. Caponi (DSBA No Blank Rome LLP 1201 N. Market Street Suite 800 Wilmington, DE 19801 (302) 425-6400	ó. 3484)	
II. BASIS OF JURISDICT	ION (PLACE AN "X" IN ONE BOX ONLY)	III. CITIZENSHIP OF PRINCI		
1 U.S. Government Plaintiff	3 Federal Question (U.S. Government Not a Party)	(For Diversity Cases Only)  PTF  Citizen of This State	<u>D</u> EF	
2 U.S. Government     Defendant	<ul><li>4 Diversity</li><li>(Indicate Citizenship of Parties in Item III)</li></ul>	Citizen of Another State 2		d Principal Place 5 5 5 n Another State
		Citizen or Subject of a	3 Foreign Nation	□6□6
IV. ORIGIN	(PLACE	AN "X" IN ONE BOX ONLY)		Appeal to District
	emoved from 3 Remanded from tate Court Appellate Court	Transferred  4 Reinstated or 5 another d Reopened (specify)		Judge from t □ 7 Magistrate Judgment
V. NATURE OF SUIT	(PLACE AN "X" IN ONE BOX ONLY)	(opening)		
CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
	PERSONAL INJURY    310 Airplane     315 Airplane Product Liability   320 Assault, Libel & Slander     330 Federal Employers Liability   340 Marine     345 Marine Product Liability     355 Motor Vehicle     Product Liability     360 Other Personal Injury     370 Other Personal Property Damage     380 Other Personal Property Damage     380 Other Personal Property Damage     385 Property Damage     370 Other Personal Property Damage     380 Other Personal Property Damage     380 Other Personal Property Damage     380 Other Personal Property Damage     385 Personal Injury     362 Personal Injury     362 Personal Injury     362 Personal Injury     363 Abestos Personal Injury Product Liability     370 Other Praud     371 Truth in Lending     380 Other Personal Property Damage     380 Other Personal Property Damage     385 Property Damage     380 Other Personal Property Damage     380 Other Personal Property Damage     385 Dearh Penalty     540 Mandamus & Other     540 Mandamus & Other     540 Mandamus & Other     550 Civil Rights     555 Prison Condition     CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ALDO NOT CITE JURISDICTIONAL STATUTES UNLESS     362 Personal Injury     370 Other Personal     371 Truth in Lending     381 Other Personal     371 Truth in Lending     380 Other Personal     371 Truth in Lending     381 Other Personal     371 Truth in Lending     385 Dearh Pensonal     385 Dearh Pensonal     386 Other Personal     371 Truth in Lending     371 Truth in Lendi	G25 Drug Related Seizure of Property 21 USC 881   G30 Liquor Laws   G40 R. R. & Truck   G50 Airline Regs.   G60 Occupational Safety/Health   G90 Other   LABOR   710 Fair Labor Standards Act   720 Labor/Mgmt Relations   730 Labor/Mgmt Reporting & Disclosure Act   740 Railway Labor Act   790 Other Labor Litigation   791 Empl. Ret. Inc Security Act   RE FILING AND WRITE BRIEF STATEMENT Of DIVERSITY.)		400 State Reapportionment   410 Antitrust   430 Antitrust   430 Banks and Banking   450 Commerce/ICC Rates/etc.   460 Deportation   470 Racketeer Influenced and Corrupt Organizations   810 Selective Service   850 Securities/Commodities/ Exchange   875 Customer Challenge   12 USC 3410   891 Agricultural Arts   892 Economic Stabilization Act   893 Environmental Matters   894 Energy Allocation Act   895 Freedom of Information Act   900 Appeal of Fee Determination Under Equal Access to Justice   950 Constitutionality of State Statutes   890 Other Statutory Actions
VII. REQUESTED IN COMPLAINT:	OHECK IF THIS IS A CLASS ACTION  INDER F.R.C.P. 23	DEMAND \$		if demanded in complaint:  XES NO
VIII. RELATED CASE(8) IF ANY	See instructions):  JUDGE		OCKET NUMBER	
February 24, 2006	SIGNATURE OF ATTOR	NEY OF RECORD		
FOR OFFICE USE ONLY				
DECEMBE	AMOUNT ADDIVI	NG TED IT IDGE	MAG IT	IDGE

AO FORM 85 RECEIPT (REV. 9/04	ΑO	<b>FORM</b>	85	RECEIPT	(REV.	9/04
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United States District Court for the District of Delaware

08-121 Civil Action No.

## **ACKNOWLEDGMENT** OF RECEIPT FOR AO FORM 85

## NOTICE OF AVAILABILITY OF A UNITED STATES MAGISTRATE JUDGE TO EXERCISE JURISDICTION

I HEREBY ACKNOWLEDGE RE	CEIPT OF COPIES OF AO FORM 85.
FEB 2 4 2006	De D. Salt
(Date forms issued)	(Signature of Party or their Representative)  Joe S. Salters
	(Printed name of Party or their Representative)

Note: Completed receipt will be filed in the Civil Action